

State of Hawai‘i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai‘i 96813

July 25, 2008

Board of Land and Natural Resources
State of Hawai‘i
Honolulu, Hawai‘i

Subject: Request for Approval for Disposition of New Twenty Year Recreation Residence Leases at Pu`u Ka Pele, Halemanu and Koke`e Camp Lots through Direct Negotiation, Koke`e and Waimea Canyon State Parks, Waimea, Kaua`i

Background

The history of recreation residence use in these areas dates back over a hundred years. Until 1965, this use was authorized by permits. In 1965, the board issued 20 year leases by direct negotiation to former permittees as authorized by Haw. Rev. Stat. § 171-44.

There was considerable controversy and litigation when these leases expired in 1985. Lessees claimed that they, not the State, owned improvements on the lots. They claimed they were entitled to have new leases issued to them by direct negotiation.

The board decided to issue new 20 year leases by auction. Many, but not all, of the former lessees were successful bidders at this auction.

When these leases expired, the controversy flared up again. Lessees again claimed that they, not the State, owned the cabins on the lots. One group of lessees filed suit on that basis in Kauai circuit court. The case went to trial. Judge Kathleen Watanabe rejected lessees' claims. She held that the State owns the improvements. Lessees appealed. Another suit raising similar claims remains pending in the First Circuit court on Oahu.

The leases were extended for one year by holdover pursuant to Haw. Rev. Stat. § 171-40. After the end of the holdover period, the board authorized issuance of revocable permits covering the lots pursuant to Haw. Rev. Stat. § 171-55. Those permits are still in effect.

Meanwhile, the board has considered the issuance of new leases on several occasions. At one point, the board directed that certain leases be issued by direct negotiation, and others by auction, with former lessees who did not get new leases being compensated for the cabins (despite the fact that lessees do not own the cabins). More recently the board directed that all the new leases be issued by auction.

Since that time the legislature passed House Bill 2872 SD 2 CD 2 which became law without the governor's signature as Act 223 (2008). A copy of the Act is attached (Exhibit "A"). The Act directs the board to negotiate new leases directly with existing permittees. (The Act also refers to "existing lessees" but because the leases have expired, there are no such persons.) The Act requires the board to present permittees with proposed new lease terms and proposed lease rates and then negotiate with permittees. There are 91 such permittees at present. A list is attached (Exhibit "B"). Several of these permittees are allegedly in default. If the board cancels any permits, then new leases will not be negotiated as to those lots.

Staff has drafted a lease for consideration by the board. A copy is attached (Exhibit "C"). Staff particularly invites the board's attention to the following points.

First, the lease makes clear that the State owns any and all improvements on the lots.

Second, the areas have been designated as a historic district and are subject to review under Haw. Rev. Stat. § 6E-8(a). As part of the process, the area is subject to implementation of design guidelines that will govern any new improvements and some repair and maintenance. A copy of the Design Guidelines in their present form is attached (Exhibit "D"). The guidelines are not finalized. The lease acknowledges this and provides that lessees will have the option to terminate the lease once they review final Design Guidelines.

Third, part of the lawsuit in the First Circuit lawsuit challenges the State's ability to lease the properties using existing cesspools. The Department of Attorney General does not believe this claim has merit. But the lease is drafted to provide that if cesspools are in fact not allowed, then it will be the lessees' obligation to remove them and replace them with an approved wastewater treatment system.

In addition, certain lots have been designated as being in the Well Head Protection Zone. A list of those lots is attached (Exhibit "E"). Lessees of those lots will be required to close existing cesspools and replace them with an approved wastewater system.

Fourth, the water delivery system in the areas is not robust. In the past, there have been water quality problems. The Department of Health has been monitoring the situation. Notice has been sent to lessees. There have been discussions that costs to improve the water system might be as much as \$25 million. This amount is far beyond anything that could be accommodated by Parks' budget. The lease makes clear that the State does not guarantee water service to the leases and does not guarantee potable water. The lease would permit tenants to build catchment systems at their own expense. Again, if the water service is discontinued, lessees are given the option to cancel the lease.

A similar provision is included as to the electrical system.

The Act also provides that lease rent be based on fair market rent for land and buildings. A list of the proposed rents for each lot based on appraisal is attached (Exhibit "F"). New lessees will be required to reimburse the department for the costs of the appraisal. The amount to be reimbursed is \$404.25 per lot. Permittees may make a counteroffer based on their own certified appraisal and any difference will be negotiated in good faith.

RECOMMENDATION:

That the Board:

1. Approve issuance of recreational leases to current permittees pursuant to Act 223.
2. That the new lease terms presented to current permittees be those stated in the attached draft lease.
3. That lease rates presented to current permittees will be those stated in the forth coming appraisal report.
4. That the Chairperson be authorized and directed to negotiate final terms of the lease, including lease rent, and to enter into new leases.
5. To qualify for the new lease, existing permittee must be current with all permit terms and conditions.
6. Any remaining habitable recreation residence shall be auctioned to the general public at the earliest possible date.
7. Terms and issuance of the recreational leases subject to approval by the Attorney General.

Respectfully submitted,



DANIEL S. QUINN
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

EXHIBIT "A"**Report Title:**

Department of Land and Natural Resources; Recreational-Residence Use Leases

Description:

Requires the board of land and natural resources to negotiate directly with all existing lessees or permittees of recreation-residence use leases in locations at state parks or state forest reserves in counties with a population of less than 100,000, for lease renewals; establishes a Koke'e state park advisory council.
(HB2872 CD2)

HOUSE OF REPRESENTATIVES
TWENTY-FOURTH LEGISLATURE, 2008
STATE OF HAWAII

H.B. NO. 2872
S.D. 2
C.D. 2

A BILL FOR AN ACT

RELATING TO PUBLIC LANDS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

SECTION 1. For many decades, the State has granted permits or leases for recreation-residence use on public lands such as state parks and forest reserves for a term not to exceed 20 years. Some of these permits and leases have recently expired in state parks at Koke'e and Waimea canyon, Kaua'i, and have caused uncertainty in the process of leasing these sites.

The purpose of this Act is to establish a one-time process for the leasing of public lands for recreation-residence use leases in locations at state parks or state forest reserves in counties with a population of less than 100,000.

SECTION 2. (a) The board of land and natural resources shall negotiate directly with all existing lessees or permittees of recreation-residence use leases in locations at state parks or state forest reserves in counties with a population of less than 100,000, for lease renewals; provided that the renegotiated lease:

- (1) Shall be for a period not less than twenty years on such terms and conditions as may be prescribed by the board, pursuant to section 171-44, Hawaii Revised Statutes;
- (2) Shall be based on market rates for land and buildings,

pursuant to section 171-17(b), Hawaii Revised Statutes; and

(3) Is a "one time only" negotiation and does not ensure that there will be direct negotiations at the expiration of the renegotiated lease.

(b) Existing lessees or permittees may provide a counter-offer based upon their own certified appraisal and the board of land and natural resources shall negotiate in good faith based upon the two appraisals.

(c) The board of land and natural resources shall provide each lessee or permittee with proposed new lease terms and rates within three months of the effective date of this Act and shall negotiate final terms of each lease within four months of the effective date of this Act. The lessee or permittee shall have thirty days following the final notification to the lessee or permittee by the board of new lease terms, to agree to and sign the renegotiated lease, or the lease or permit shall expire on December 31, 2008, and the recreation-residence use lease shall be auctioned by the board.

(d) Any recreation-residence use lease for a cabin that is vacant and owned by the State on the effective date of this Act or that expires on December 31, 2008, pursuant to subsection (c), shall be auctioned by the board pursuant to section 171-14, Hawaii Revised Statutes; provided that the board of land and natural resources shall first provide bona fide full-time residents of a county in the state with a population of less than 100,000 with the opportunity to obtain any such lease by auction. If any leases remain after such an auction, the board may offer remaining available leases at auction to bidders who are bona fide full-time residents of the State of Hawaii, and then at auction to nonresidents of the State.

SECTION 3. (a) There is established a Koke'e state park advisory council, to be placed within the department of land and natural resources for administrative purposes only. The advisory council shall consist of nine voting members appointed in equal numbers by the governor, the speaker of the house of representatives and the president of the senate in accordance with section 26-34, Hawaii Revised Statutes, and four ex-officio nonvoting members.

(b) The voting members of the advisory council shall be Kaua'i residents and shall possess general knowledge of at least one of the four strategic areas listed below:

(1) Education;

(2) Cultural resources;

(3) The environment; or

(4) Native plants, animals, and ecosystems.

(c) The ex-officio nonvoting members shall be as follows:

(1) A representative of the United States Fish and Wildlife Service;

(2) A representative of the department of land and natural resources forestry and wildlife division, as designated by the chairperson of the board of land and natural resources;

(3) A representative of the department of land and natural resources state parks division, as designated by the chairperson of the board of land and natural resources; and

(4) A representative of the county of Kauai, as designated by the Kauai county council.

(d) The voting members of the advisory council shall serve not more than two consecutive three-year terms, with each term beginning on July 1; provided that the initial terms of the appointed members

that commence after June 30, 2008, shall be staggered as follows:

- (1) Three members to serve three-year terms;
- (2) Three members to serve two-year terms; and
- (3) Three members to serve a one-year term.

For the initial appointments, the governor, the president of the senate, and the speaker of the house of representatives shall designate each of their appointees to serve a one, two, or three-year term.

(e) The members of the advisory council shall not receive compensation for their services but shall be reimbursed for expenses, including travel expenses, incurred in their duties relating to the council.

(f) A chairperson shall be elected annually by the advisory council from among the council's voting members; provided that no member may serve as chairperson for more than two consecutive years.

(g) Five voting members of the advisory council shall constitute a quorum to do business and any action taken by the advisory council shall be validated by a simple majority of the quorum.

(h) The advisory council's responsibilities shall include:

- (1) Reviewing and assisting in updating and revising the Koke'e state park master plan;
- (2) Advising and assisting in the management of the Koke'e recreational cabin leases;
- (3) Enhancing community education and cultural awareness of Koke'e state park;
- (4) Participating in the protection and preservation of Koke'e state park's natural and cultural resources; and

(5) Advising and assisting in the overall implementation of the Koke'e state park master plan.

SECTION 4. The department of land and natural resources shall enforce all provisions of recreation-residential use lease agreements and shall establish a schedule of penalties and fines for any breach of the provisions of a recreation-residential use lease agreement unless penalties and fines are specified in the lease agreement.

SECTION 5. If any provision of this Act, or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Act, which can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

SECTION 6. This Act shall take effect on July 1, 2008.

EXHIBIT "B"

| RP No. | Name of Permittee | Tax Map Key | Lot Size (in acres) | Annual Rent |
|-----------|----------------------------------|------------------------------------|---------------------|-------------|
| 1 sp0300 | CAVASSO, JOEL | (4) 1-4-003:014-0000 | 1.05 | 2,520.00 |
| 2 sp0301 | FRANCES, SYBIL BALDWIN | (4) 1-4-003:016-0000 | 0.98 | 2,520.00 |
| 3 sp0302 | JACINTHO, WAYNE & DEBORAH | (4) 1-4-003:004-0000 | 0.96 | 2,040.00 |
| 4 sp0303 | KOCHER TRUST | (4) 1-4-003:005-0000 | 0.81 | 2,040.00 |
| 5 sp0304 | LEALANI CORPORATION | (4) 1-4-004:014-0000 | 1.2 | 2,520.00 |
| 6 sp0305 | ZALOPANY, ALMA B. | (4) 1-4-003:006-0000 | 0.79 | 2,040.00 |
| 7 sp0306 | GIVENS (TRUST), MICHAEL A. | (4) 1-4-003:009-0000 | 1.42 | 2,040.00 |
| 8 sp0308 | TAUBMAN ET AL, RICHARD | (4) 1-4-003:010-0000 | 2 | 2,160.00 |
| 9 sp0309 | SHEEHAN FAMILY LIMITED | (4) 1-4-003:008-0000 | 1.12 | 2,040.00 |
| 10 sp0310 | KIKIAOLA LAND CO LTD | (4) 1-4-003:012-0000 | 2.01 | 2,160.00 |
| 11 sp0311 | WILLIAMSON, HARWOOD & NANCY | (4) 1-4-003:013-0000 | 1.82 | 2,520.00 |
| 12 sp0312 | BALDWIN, GARY | (4) 1-4-004:038-0000 | 1.66 | 2,040.00 |
| 13 sp0313 | HOEME, RODNEY AND DEBBIE | (4) 1-4-004:035-0000 | 0.93 | 1,920.00 |
| 14 sp0314 | PUTZIER, BARBARA | (4) 1-4-004:013-0000 | 0.51 | 2,400.00 |
| 15 sp0315 | ORNELLAS, DWIGHT | (4) 1-4-004:030-0000 | 0.65 | 2,160.00 |
| 16 sp0316 | COOPERSMITH, ERIK PAUL | (4) 1-4-004:021-0000 | 0.71 | 2,520.00 |
| 17 sp0317 | KUMUWEWA, INC. | (4) 1-4-004:020-0000 | 0.84 | 2,640.00 |
| 18 sp0318 | RALSTON ET AL (KOKEE), RICK | (4) 1-4-004:019-0000 | 1.9 | 2,760.00 |
| 19 sp0319 | WICHMAN, FREDERICK B. | (4) 1-4-004:018-0000 | 0.68 | 2,520.00 |
| 20 sp0320 | WICHMAN TRUST | (4) 1-4-004:017-0000 | 1.01 | 2,640.00 |
| 21 sp0321 | PLEWS, JOHN H.R. | (4) 1-4-004:016-0000 | 1.46 | 2,760.00 |
| 22 sp0322 | HAY, JR., FRANK O. | (4) 1-4-004:043-0000 | 0.9 | 2,520.00 |
| 23 sp0323 | DEPPE, ARDEL H. | (4) 1-4-004:005-0000 | 1.11 | 1,980.00 |
| 24 sp0324 | TAYLOR MAILE M | LOT 41 (4) 1-4-004:007-0000 | 0.62 | 1,860.00 |
| 25 sp0325 | MILLER ROBERT L | LOT 42, 44 (4) 1-4-004:004-0000 | 1.44 | 1,980.00 |
| 26 sp0326 | WILSON, JAMES E. & CYNTHIA E. | (4) 1-4-004:008-0000 | 0.69 | 1,860.00 |
| 27 sp0327 | KOCH, DAVID | (4) 1-4-004:009-0000 | 1.32 | 1,980.00 |
| 28 sp0328 | HARDING, KENNETH & CATHERINE | (4) 1-4-004:010-0000 | 1.11 | 1,980.00 |
| 29 sp0329 | DUNFORD, ELIZABETH | (4) 1-4-004:003-0000 | 1.21 | 1,980.00 |
| 30 sp0330 | RAMIREZ, KARL L. | (4) 1-4-003:011-0000 | 0.8 | 2,040.00 |
| 31 sp0331 | WONG, WAIYEE CARMENT | (4) 1-4-003:017-0000 | 0.58 | 4,620.00 |
| 32 sp0332 | TOULON, A.J. & ELIZABETH | (4) 1-4-003:003-0000 | 0.96 | 2,040.00 |
| 33 sp0333 | WILCOX, GAYLORD & CAROL | (4) 1-4-004:012-0000 | 0.4 | 1,860.00 |
| 34 sp0334 | WAIMEA GARAGE LTD | LOT 58 (4) 1-4-004:024-0000 | 1.03 | 2,760.00 |
| 35 sp0335 | SPROUT, DAVID K. & LINDA A. | (4) 1-4-004:001-0000 | 0.66 | 1,860.00 |
| 36 sp0336 | CARSWELL, DONN A. | (4) 1-4-004:028-0000 | 1 | 2,280.00 |
| 37 sp0337 | HAGINO, DAVID M. | (4) 1-4-004:040-0888 | 1.97 | 2,940.00 |
| 38 sp0338 | R. ELECTRIC, INC | (4) 1-4-004:036-0000 | 0.83 | 2,040.00 |
| 39 sp0339 | SMITH-WATERHOUSE FAMILY OF KOLOA | (4) 1-4-004:041-0000 | 0.5 | 1,980.00 |
| 40 sp0340 | SUMMERS, MARY C. | (4) 1-4-004:062-0000 | 0.53 | 5,190.00 |

| RP No. | Name of Permittee | Tax Map Key | Lot Size (in acres) | Annual Rent |
|--------|--|--|----------------------|----------------------------------|
| 41 | OLSON, WILLIAM LOFSTEDT ET AL, CURTIS & BONNIE | (4) 1-4-004:068-0000 (4) 1-4-004:069-0000 | 0.56 0.56 | 2,400.00 2,400.00 |
| 42 | RIKER, DENNIS | (4) 1-4-004:060-0000 | 0.55 | 2,400.00 |
| 43 | SMYTHE, DONALD K AND ROSEMARY K. | (4) 1-4-004:055-0000 (4) 1-4-004:058-0000 | 0.67 0.79 | 2,400.00 2,520.00 |
| 44 | TAYLOR, EDWARD JAMES | (4) 1-4-004:059-0000 | 0.58 | 2,400.00 |
| 45 | JONES, RICHARD M. & CRYSTAL S. | (4) 1-4-004:054-0000 | 0.47 | 2,400.00 |
| 46 | KOKEE MOUNTAIN HOUSE, INC. | | | |
| 47 | CAMP KOKEE CORP, C/O ROY YEMPUKU, ESQ. | (4) 1-4-004:047-0000 (4) 1-4-004:048-0000 (4) 1-4-004:049-0000 | 0.44 0.58 0.53 | 2,400.00 2,400.00 2,400.00 |
| 48 | SP0348 | | | |
| 49 | SP0349 | HACKETT, JAMES F. | | |
| 50 | SP0350 | PEETERS, RITA | | |
| 51 | SP0351 | SMITH, MALCOLM S. | | |
| 52 | SP0352 | MORAGNE, LOT 1, WILLIAM & JEAN | | |
| 53 | SP0353 | DANA, NED T. & HOLLIS H. | | |
| 54 | SP0355 | WATANABE, RICKY | | |
| 55 | SP0356 | BLACK ET AL, LUCY A. | | |
| 56 | SP0357 | PRATT, DAVID W. | | |
| 57 | SP0358 | KAUAI CHRISTIAN FELLOWSHIP | | |
| 58 | SP0359 | HURLEY, PAUL S. & MAILE F. | | |
| 59 | SP0360 | COX, AILEEN | | |
| 60 | SP0361 | KA IMI NAUAO O HAWAII #13 | | |
| 61 | SP0362 | CABRINHA, TRUSTEE, LAWRENCE C. | | |
| 62 | SP0363 | SNYDER, ELEANOR | | |
| 63 | SP0364 | CASSEL, KATHRYN M. | | |
| 64 | SP0365 | WOOD, KENNETH R. | | |
| | | TENUITO ET AL, JOHN & GAYLA MCCARTHY SAMFORD, JUDITH | | |
| 65 | SP0366 | THOMAS, RUTH | | |
| 66 | SP0367 | NITTA ET AL, AILEEN S. | | |
| 67 | SP0368 | MATTHEWS, JUDITH L. | | |
| 68 | SP0369 | STAYTON ET AL, SUSAN | | |
| 69 | SP0370 | NITTA ET AL, NORMAN | | |
| 70 | SP0371 | HONTZ, GLEN | | |
| 71 | SP0372 | SUTTON, ANNE | | |
| 72 | SP0373 | RUIZ, JR., MR. & MRS. DAMASIO | | |
| 73 | SP0374 | TENBRUGGENGATE ET AL, JAN | | |
| 74 | SP0375 | EPHAN, LARRY & MARY | | |
| 75 | SP0376 | KAUKA, SABRA | | |
| 76 | SP0377 | NAKAYA, KIYOSHI & JULIA | | |
| 77 | SP0378 | | | |
| 78 | SP0379 | | | |

| RP No. | Name of Permittee | Tax Map Key | Lot Size (in acres) | Annual Rent |
|--------|-------------------------------------|----------------------|---------------------|-------------|
| 79 | BURTNER, PAULETTE | (4) 1-4-002:052-0000 | 1.03 | 2,520.00 |
| 80 | WOOD, LISA | (4) 1-4-002:053-0000 | 1.03 | 2,520.00 |
| 81 | WILCOX MEMORIAL HOSPITAL | (4) 1-4-002:054-0000 | 1.05 | 2,520.00 |
| 82 | KAWAKAMI ET AL, BERTHA | (4) 1-4-002:061-0000 | 0.95 | 2,520.00 |
| 83 | CASSIDY, THOMAS & ANNETTE | (4) 1-4-002:062-0000 | 1.05 | 2,520.00 |
| 84 | MATSUNAGA, PAUL & ARLINE | (4) 1-4-002:063-0000 | 0.9 | 2,520.00 |
| 85 | ONISHI ET AL, WARREN H. | (4) 1-4-002:067-0000 | 0.79 | 2,520.00 |
| 86 | SWENEY, ROBERT T. | (4) 1-4-002:068-0000 | 1.12 | 2,520.00 |
| 87 | TOKITA, PHYLLIS | (4) 1-4-002:069-0000 | 1.08 | 2,520.00 |
| 88 | ING, PHILIP & MYRNA | (4) 1-4-002:075-0000 | 0.98 | 2,520.00 |
| 89 | LOCRICCHIO ET AL #82, ANTHONY | (4) 1-4-002:079-0000 | 1.11 | 2,520.00 |
| 90 | NEERINGS, JILL HANA | (4) 1-4-002:081-0000 | 1 | 2,520.00 |
| 91 | THUENTE, ANNA | (4) 1-4-002:086-0000 | 0.82 | 2,760.00 |
| 92 | MORINAKA, STANLEY H. | (4) 1-4-002:085-0000 | 0.99 | 2,520.00 |
| 93 | HAWAII CONFERENCE FOUNDATION | (4) 1-4-004:927-0000 | 0.5 | 192 |
| 94 | HAWAII UNITED-METHODIST | (4) 1-4-002:924-0000 | 3.05 | 132 |
| 95 | HAWAII ASSN. OF 7TH-DAY ADVENTIST # | | | |
| 96 | sp0398 BACK TO EDEN, INC. LOT 79 | (4) 1-4-002:955-0000 | 4.06 | 182 |
| | sp0397 | (4) 1-4-004:063-0000 | 0.54 | 2,400.00 |

EXHIBIT "C"

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LAND COURT SYSTEM) REGULAR SYSTEM
Return by Mail () Pickup () To:

Total Number of Pages: _____
Tax Map Key No. _____

STATE OF HAWAII

DEPARTMENT OF LAND AND NATURAL RESOURCES

DRAFT GENERAL LEASE NO. _____

between

STATE OF HAWAII

and

covering

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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
GENERAL LEASE NO. S-

THIS LEASE, made this _____ day of _____, 20_____, by and between the STATE OF HAWAII, hereinafter referred to as the "Lessor," by its Board of Land and Natural Resources, called the "Board," and _____, whose address is _____, referred to as the "Lessee."

WITNESSETH:

The Lessor for and in consideration of the rent to be paid and of the terms, covenants and conditions herein contained, all on the part of the Lessee to be kept, observed and performed, does lease unto the Lessee, and the Lessee does lease from the Lessor the premises identified as "_____, containing an area of _____, more or less, more particularly described in Exhibit "A" and as shown on the map marked Exhibit "B," attached hereto and made parts hereof.

TO HAVE AND TO HOLD the leased premises unto the Lessee for the term of twenty (20) years, commencing on the first day of January, 2009, up to and including the 31st day of December, 2029, unless sooner terminated as hereinafter provided.

Provided that the Lessee shall pay rent through December 31, 2009, upon execution of this lease and shall thereafter yield and faithfully pay to Lessor at the Office of the Department of Land and Natural Resources, State Parks Division, 1151 Punchbowl Street, Room 310, Honolulu, Hawai`i 96813, a annual rental as provided hereinbelow, payable in advance, without notice or demand, in equal annual installments beginning on January 1, 2009, and on or before January 1 of each year during the term as follows:

A. For the first ten (10) years, the sum of _____ DOLLARS (\$_____) per annum.

B. As of the end of December 2019, the annual rental reserved for the remaining ten (10) years of said term shall be

reopened and redetermined.

C. Determination of rental upon reopening of the annual rental. The rental for the remaining ten (10) year period shall be the fair market rental at the time of reopening or the rent for the previous period, whichever is greater. It is the intent and agreement of the parties that the rent shall never decrease during the term hereof. Except as provided herein, the provisions in Hawaii Revised Statutes chapter 658A (as this chapter or its successor is in effect at the time of determination), shall be followed. At least six (6) months prior to the time of reopening, the fair market rental shall be determined by a staff appraiser or independent appraiser, as allowed by law, whose services shall be contracted for by the Lessor, and the Lessee shall be promptly notified by certified mail, return receipt requested, of the fair market rental as determined by Lessor's appraiser; provided, that should the Lessee fail to notify Lessor in writing within thirty (30) days after receipt thereof that Lessee disagrees with the fair market rental as determined by Lessor's appraiser and that Lessee has appointed its own appraiser to prepare an independent appraisal report, then the fair market rental as determined by Lessor's appraiser shall be deemed to have been accepted by Lessee and shall be the fair market rental as of the date of reopening. If Lessee has notified Lessor and appointed his appraiser as stated hereinabove, Lessee's appraiser shall complete his appraisal and the two appraisers shall then exchange their reports within forty-five (45) days from the date of Lessee's appointment of the appraiser.

The two appraisers shall review each other's reports and make every effort to resolve whatever differences they may have. However, should differences still exist fourteen (14) days after the exchange, the two appraisers shall within seven (7) days thereafter appoint a third appraiser who shall also prepare an independent appraisal report based on the review of the two appraisal reports prepared and any other data. Copies thereof shall be furnished to the first two appraisers within forty-five (45) days of the appointment. Within twenty (20) days after receiving the third appraisal report, all three shall meet and determine the fair market rental in issue. The fair market rental as determined by a majority of the appraisers shall be final and binding upon both Lessor and Lessee, subject to vacation, modification or correction in accordance with the provisions of chapter 658A, Hawaii Revised Statutes. Each party shall pay for its own appraiser and the cost of the services of the third appraiser shall be borne equally by the Lessor and the Lessee. All appraisal reports shall become part of the public record of the Lessor.

In the event that the appraisers are unable to determine the fair market rental before the reopening date, or by the foregoing prescribed time, whichever is later, the Lessee shall pay the fair market rental as determined by Lessor's new appraised value until the new rent is determined and the rental paid by Lessee shall then be subject to retroactive adjustments as appropriate to reflect the fair market rental determined as set forth hereinabove. However, Lessee or Lessee's appraiser's failure to comply with the procedures set forth above shall constitute a waiver of Lessee's right to contest the new rent, and the Lessee shall pay the rent as determined by Lessor's appraiser without any retroactive adjustments. Alternatively, Lessor may treat this failure as a breach of this lease and terminate the lease.

D. The interest rate on any and all unpaid or delinquent rentals shall be at one percent (1%) per month, plus a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) a month for each delinquent payment.

RESERVING UNTO THE LESSOR THE FOLLOWING:

1. Minerals and waters. (a) All minerals as hereinafter defined, in, on or under the premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove the minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of the minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of the Lessee's permitted activities on the premises and not for sale to others. (b) All surface and ground waters appurtenant to the premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the premises required in the exercise of this right reserved.

2. Ownership of improvements. The ownership of all improvements of whatever kind or nature, including but not limited to cabins, residences, cesspools, water system(s) and piping, and fences located on the land prior to or on the

commencement date of this lease or constructed during the term of this lease.

3. Timber stands. The right to designate areas of timber stand on the premises, which shall include all trees standing within said designated areas; and the right to enter upon said areas, or to authorize others to do so, for the purpose of performing woodland management activities, and the right to issue license for the harvest of said timber.

SUBJECT TO the rights of native tenants and to regulatory rights and ownership rights (if any) of the State of Hawaii established pursuant to state law including chapter 6E and section 171-36.1, Hawaii Revised Statutes, over historic properties and prehistoric or historic remains found in, on, or under the land.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

1. Payment of rent. The Lessee shall pay the rent to the Lessor at the times, in the manner and form provided in this lease and at the place specified above, or at any other place the Lessor may from time to time designate, in legal tender of the United States of America.

2. Taxes, assessments, etc. The Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, and assessments of every description as to which the premises or any part, or any improvements, or the Lessor or Lessee, are now or may be assessed or become liable by authority of law during the term of this lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only those installments, together with interest, which becomes due and payable during the term of this lease.

3. Utility services. The Lessee shall be responsible for obtaining any utility services and shall pay when due all charges, duties and rates of every description, including water, sewer, gas, refuse collection or any other charges, as to which the premises or any part, or any improvements thereon, or the Lessor or Lessee may become liable for during the term, whether assessed to or payable by the Lessor or Lessee.

4. Covenant against discrimination. The use and enjoyment of the premises shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV

(human immunodeficiency virus) infection.

5. Sanitation. The Lessee shall keep the premises and improvements in a strictly clean, sanitary and orderly condition.

6. Waste and unlawful, improper or offensive use of premises. The Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip, or unlawful, improper or offensive use of the premises or any part, nor, without the prior written consent of the Lessor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the premises.

7. Compliance with laws. The Lessee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the premises, now in force or which may be in force, including but not limited to resource protection laws and regulations as applicable in state parks. Lessee shall not use or allow the property to be used for or in the course of any illegal activity. Specifically, but without limitation, growing or storing of marijuana on or from the premises is strictly prohibited.

Lessee understands and acknowledges that the premises are located in the conservation district. Lessee shall obtain a conservation district use permit for any activity relating to the premises to the extent required by law.

8. Inspection of premises. The Lessee shall permit the Lessor and its agents, at all reasonable times during the lease term, to enter the premises, including any improvements located on the premises and examine the state of its repair and condition.

9. Improvements. The Lessee shall not at any time during the term construct, place, or install on the premises any additional building, structure or improvement of any kind and description except with the prior written approval of the Chairperson and upon those conditions the Chairperson may impose in the Chairperson's sole discretion, including any adjustment of rent.

The Lessee shall not at any time during the term demolish, remove, modify, or relocate any existing building, structure or improvement of any kind and description except with the prior written approval of the Chairperson and upon those conditions the Chairperson may impose in the Chairperson's sole discretion, including any adjustment of rent, unless otherwise

provided in this lease.

Any new construction, improvement, rehabilitation, relocation, demolition, or major site work that affects the historic integrity of a historic recreation-residence or the historic district shall be strictly in compliance with residence design standards and guidelines ("Design Guidelines"). Lessee understands and acknowledges that the Design Guidelines have not yet been put into final form. Lessee acknowledges that it has been provided with a copy of or internet access to the present draft of the Design Guidelines. Lessor will advise Lessee in writing when the Design Guidelines are finalized. Lessee will have sixty (60) days from the date such notice is mailed within which to cancel this lease. If Lessee cancels the lease pursuant to this section, then this lease shall be terminated as of the date of Lessor's receipt of the notice and the parties shall have no further liabilities or duties hereunder except as otherwise provided herein as to the parties' duties upon termination, and Lessee shall have no right, title, or interest in and to the premises or any improvements thereon. Lessor shall return to Lessee the prorated portion of any lease rent paid in advance.

The Chairperson's interpretation of the Design Guidelines and grant or denial of approval shall be final, conclusive, and non appealable in any forum, except as otherwise provided in the Design Guidelines. Lessee does not have the right to enforce, invoke, or attempt to enforce the Design Guidelines with respect to other leased properties.

10. Repairs to improvements. The Lessee shall, at its own expense, keep, repair, and maintain all buildings, structures, improvements, and landscaping now existing or hereafter constructed or installed on the premises in the same order, condition, and repair as upon the commencement of the lease, all in strict compliance with the Design Guidelines.

11. Liens. The Lessee shall not commit or suffer any act or neglect which results in the premises, any improvement, or the leasehold estate of the Lessee becoming subject to any attachment, lien, charge, or encumbrance, except as provided in this lease, and shall indemnify, defend, and hold the Lessor harmless from and against all attachments, liens, charges, and encumbrances and all resulting expenses.

12. Character of use. The Lessee shall use or allow the premises to be used solely for recreation-residence purposes as defined in paragraph 42 hereof and not as a principal place of residence. Lessee shall have and maintain a separate principal place of residence.

13. Assignments, etc. The Lessee shall not transfer or assign the premises, or any portion , or transfer or assign this lease or any interest, either voluntarily or by operation of law, except by way of devise, bequest, or intestate succession, and any transfer or assignment made shall be null and void; provided that with the prior written approval of the Board the assignment and transfer of this lease, or any portion, may be made in accordance with current industry standards, as determined by the Board; provided, further, that prior to the approval of any assignment of lease, the Board shall have the right to review and approve the consideration paid by the Assignee and shall condition its consent to the assignment of the lease on payment by the Lessee of a premium determined as specified in the Assignment of Lease Evaluation Policy adopted by the Board on December 15, 1989, as the same has been or may be amended from time to time, a copy of which is attached hereto as Exhibit "C."

The premium on any subsequent assignments shall also be determined as specified in the above-mentioned Evaluation Policy.

If the Lessee or any assignee of the lease is a partnership, joint venture or corporation, the sale or transfer of 20% or more of ownership interest or stocks by dissolution, merger or any other means shall be deemed an assignment for purposes of this paragraph and subject to the right of the Lessor to impose the foregoing premium as set forth in Exhibit "C."

14. Subletting. The Lessee shall not rent or sublet the whole or any portion of the premises. No person other than Lessee shall use the premises or any portion thereof in return for any consideration or payment whatsoever.

15. Indemnity. The Lessee shall indemnify, defend, and hold the Lessor harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: 1) any act or omission on the part of Lessee relating to Lessee's use, occupancy, maintenance, or enjoyment of the premises; 2) any failure on the part of the Lessee to maintain the premises and sidewalks, roadways and parking areas adjacent thereto in Lessee's use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of the Lessee to maintain the premises in a safe condition; and 3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the Lessee's non-observance or non-performance of any of the terms, covenants, and conditions of this lease or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

16. Costs of litigation. In case the Lessor shall,

without any fault on Lessor's part, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this lease, in recovering possession of the premises, or in the collection of delinquent rental, taxes, and any and all other charges.

17. Liability insurance. The Lessee shall procure and maintain, at its cost and expense and acceptable to the Lessor, in full force and effect throughout the term of this lease, comprehensive general liability insurance, or its equivalent, in an amount of at least \$500,000.00 for each occurrence and \$1,000,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured. The insurance shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the premises in the use or control of the Lessee.

The Lessee, prior to entry and use of the premises or within fifteen (15) days from the effective date of this lease, whichever is sooner, shall furnish the Lessor with a certificate(s) showing the policy(s) to be initially in force, keep the certificate(s) on deposit during the entire lease term, and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the Lessor.

The Lessor shall retain the right at any time to review the coverage, form, and amount of the insurance required by this lease. If, in the opinion of the Lessor, the insurance provisions in this lease do not provide adequate protection for the Lessor, the Lessor may require Lessee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Lessor's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Lessor shall notify Lessee in writing of changes in the insurance requirements and Lessee shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Lessor incorporating the changes within thirty (30) days of receipt of the notice.

The procuring of the required policy(s) of insurance

shall not be construed to limit Lessee's liability under this lease nor to release or relieve the Lessee of the indemnification provisions and requirements of this lease. Notwithstanding the policy(s) of insurance, Lessee shall be obligated for the full and total amount of any damage, injury, or loss caused by Lessee's negligence or neglect connected with this lease.

It is agreed that any insurance maintained by the Lessor will apply in excess of, and not contribute with, insurance provided by Lessee's policy.

18. Bond, performance. The Lessee shall, at its own cost and expense, within fifteen (15) days from the effective date of this lease, procure and deposit with the Lessor and thereafter keep in full force and effect during the term of this lease a good and sufficient surety bond, conditioned upon the full and faithful observance and performance by Lessee of all the terms, conditions, and covenants of this lease, in an amount equal to the annual rental then payable. This bond shall provide that in case of a breach or default of any of the lease terms, covenants, conditions, and agreements, the full amount of the bond shall be paid to the Lessor as liquidated and ascertained damages and not as a penalty. In the alternative, Lessee may place with Lessor cash or equivalent in this amount.

19. Lessor's lien. The Lessor shall have a lien on all property kept or used on the premises, whether the same is exempt from execution or not for all Lessor's costs, attorney's fees, rent reserved, for all taxes and assessments paid by the Lessor on behalf of the Lessee, and for the payment of all money provided in this lease to be paid by the Lessee, and this lien shall continue until the amounts due are paid.

20. Mortgage. Lessee shall not mortgage, hypothecate, or pledge the premises, any portion, or any interest in this lease and any mortgage, hypothecation, or pledge shall be null and void.

21. Breach. Time is of the essence in this agreement. If the Lessee shall fail to pay the rent, or any part thereof, at the times and in the manner provided in this lease and this failure shall continue for a period of more than thirty (30) days after delivery by the Lessor of a written notice of breach or default and demand for cure, by personal service, registered mail or certified mail to the Lessee at the address stated herein or at such other address as the Lessee shall state, in writing, and to each holder of record having a security interest in the premises, or if the Lessee shall become bankrupt, or shall abandon the premises, or if this lease and premises shall be attached or taken by operation of law, or if any assignment is

made of the Lessee's property for the benefit of creditors, or if Lessee shall fail to observe and perform any of the covenants, terms, and conditions contained in this lease and on its part to be observed and performed, and this failure shall continue for a period of more than sixty (60) days after delivery by the Lessor of a written notice of breach or default and demand for cure, by personal service, registered mail or certified mail to the Lessee at the address stated herein or at such other address as the Lessee shall state, in writing and to each holder of record having a security interest in the premises, the Lessor may, subject to the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter the premises, or any part, and upon or without the entry, at its option, terminate this lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and Lessee shall have no right, title, or interest in and to the premises or any improvements thereon.

Provided further that Lessor reserves any and all right to claim, argue, and show that any particular event of default cannot be cured. By way of illustration only and not as a limitation, growing or storing of marijuana on or from the premises and occupying the premises for more than a total of one hundred eighty (180) days during a one (1) calendar year period are defaults that cannot be cured.

22. Right of holder of record of a security interest. In the event the Lessor seeks to forfeit the privilege, interest, or estate created by this lease, each recorded holder of a security interest may, at its option, cure or remedy the default or breach of rent payment within thirty (30) days or any other default or breach within sixty (60) days, from the date of receipt of the Lessor's notice, or within an additional period allowed by Lessor for good cause, and add the cost to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the Lessor may: (a) pay to the holder from any moneys at its disposal, including the special land and development fund, the amount of the mortgage debt, together with interest and penalties, and secure an assignment of the debt and mortgage from the holder or if ownership of the privilege, interest, or estate shall have vested in the holder by way of foreclosure, or action in lieu thereof, the Lessor shall be entitled to the conveyance of the privilege, interest, or estate upon payment to the holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with the foreclosure and preservation of its security interest, less appropriate credits, including income received from the privilege, interest, or estate subsequent to the foreclosure; or (b) if the property cannot be reasonably reassigned without loss

to the State, then terminate the outstanding privilege, interest, or estate without prejudice to any other right or remedy for arrears of rent or for any preceding or other breach or default and use its best efforts to dispose of the affected land to a qualified and responsible person free and clear of the mortgage and the debt secured; provided that a reasonable delay by the Lessor in instituting or prosecuting its rights or remedies shall not operate as a waiver of these rights or to deprive it of a remedy when it may still otherwise hope to resolve the problems created by the breach or default. The proceeds of any disposition shall be applied, first, to reimburse the Lessor for costs and expenses in connection with the disposition; second, to discharge in full any unpaid purchase price or other indebtedness owing the Lessor in connection with the privilege, interest, or estate terminated; third, to the mortgagee to the extent of the value received by the State upon disposition which exceeds the fair market lease value of the land as previously determined by the State's appraiser; and fourth, to the owner of the privilege, interest, or estate.

The rights stated in this paragraph are as stated in Haw. Rev. Stat. § 171-21 (1993) and in no way modify or limit the prohibition on mortgaging the premises or this lease.

23. Condemnation. If at any time, during the term of this lease, any portion of the premises should be condemned, or required for public purposes by any federal government agency, county or city and county, the rent shall be reduced in proportion to the value of the portion of the premises condemned. All such condemnation proceeds shall be paid only to Lessor and shall be and remain the sole property of the Lessor. The Lessee shall not by reason of the condemnation be entitled to any claim against the Lessor. Lessee may, at Lessee's own expense and in compliance with all applicable laws including obtaining any necessary conservation district use permit, relocate improvements to the remainder of the premises occupied by the Lessee. In the event of any such condemnation, the Lessee shall have the option to terminate this lease. If Lessee elects to do so and provides Lessor with notice of this election in writing, then this lease shall be terminated as of the date of Lessor's receipt of the notice and the parties shall have no further liabilities or duties hereunder except as otherwise provided herein as to the parties' duties upon termination, and Lessee shall have no right, title, or interest in and to the premises or any improvements thereon. Lessor shall return to Lessee the prorated portion of any lease rent paid in advance.

24. Right to enter. The Lessor or the County and their agents or representatives shall have the right to enter and cross any portion of the premises for the purpose of performing

any public or official duties; provided, however, in the exercise of these rights, the Lessor or the County shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the premises.

25. Inspection by appraisers and prospective bidders.

The Lessor shall have the right to authorize any person or persons to enter upon and inspect the premises at all reasonable times for purposes of rent re-determination and at all reasonable times during the last two years of the term of the lease or during any holdover of the lease for purposes of appraising the demised premises or improvements or for purposes of informing and apprising that person or persons of the condition of the lands and improvements thereon; provided, however, that any entry into any improvements on the premises shall be conducted during reasonable hours after notice to enter is first given to the Lessee. Lessee or designated agents of Lessee may accompany Lessor during any entry into improvements.

26. Acceptance of rent not a waiver. The acceptance of rent by the Lessor shall not be deemed a waiver of any breach by the Lessee of any term, covenant, or condition of this lease, nor of the Lessor's right of re-entry for breach of covenant, nor of the Lessor's right to declare and enforce a forfeiture for any breach, and the failure of the Lessor to insist upon strict performance of any term, covenant, or condition, or to exercise any option conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option.

27. Extension of time. Notwithstanding any provision contained in this lease, when applicable, Lessor may for good cause shown, allow additional time beyond the time or times specified in this lease for the Lessee to comply, observe, and perform any of the lease terms, conditions, and covenants.

28. Justification of sureties. Any bonds required by this lease shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in Section 78-20, Hawaii Revised Statutes; provided, however, the Lessee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Lessor security in certified checks, certificates of deposit (payable on demand or after a period the Lessor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to the

Lessor a deed or deeds of trust of real property, all of a character which is satisfactory to Lessor and valued in the aggregate at not less than the principal amount of the bond. It is agreed that the value of any securities which may be accepted and at any time thereafter held by the Lessor shall be determined by the Lessor, and that the Lessee may, with the approval of the Lessor, exchange other securities or money for any of the deposited securities if in the judgment of the Lessor the substitute securities or money shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Lessee, but only upon the written consent of the Lessor and that until this consent is granted, which shall be discretionary with the Lessor, no surety shall be released or relieved from any obligation.

29. Waiver, modification, reimposition of bond and liability insurance provisions. Upon substantial compliance by the Lessee with the terms, covenants, and conditions contained in this lease on its part to be observed or performed, the Lessor at its discretion may in writing, waive or suspend the performance bond or improvement bond requirements or both or may, in writing, modify the particular bond(s) or liability insurance requirements by reducing its amount; provided, however, that the Lessor reserves the right to reactivate the bonds or reimpose the bond(s) or liability insurance in and to their original tenor and form at any time throughout the term of this lease.

30. Quiet enjoyment. The Lessor covenants and agrees with the Lessee that upon payment of the rent at the times and in the manner provided and the observance and performance of these covenants, terms, and conditions on the part of the Lessee to be observed and performed, the Lessee shall and may use and enjoy the premises for the term of the lease, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through, or under it.

31. Surrender. The Lessee shall, at the end of the term or other sooner termination of this lease, peaceably deliver unto the Lessor possession of the premises in a clean and orderly condition, together with all improvements existing or constructed thereon; or Lessee shall remove such improvements, at the option of the Lessor, said option to be exercised by the Lessor on or about the end of the term or sooner termination. Lessee understands and specifically agrees that Lessee does not own the improvements, has no rights in or to the improvements after the end of the lease, and under no circumstances is entitled to compensation for or relating to the improvements. Any personal property abandoned on the premises will be dealt with pursuant to Haw. Rev. Stat. § 171-31.5 as from time to time amended.

32. Non-warranty. The Lessor does not warrant the condition of the premises or of any improvements or structures thereon, as the same are being leased in strictly as is condition. Lessor does not warrant the exact boundaries or size of the premises. Lessee specifically agrees that the boundaries and size of the premises are not material and any variation in the same shall not affect the rent to be paid or otherwise excuse Lessee from performance of any of the covenants of this lease.

33. Hazardous materials. Lessee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Lessee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except with Lessor's written consent which consent may be withheld at Lessor's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Lessee, then the Lessee shall be responsible for the reasonable costs thereof. In addition, Lessee shall execute affidavits, representations and the like from time to time at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by Lessee.

Lessee agrees to indemnify, defend, and hold Lessor harmless, from any damages and claims resulting from the release of hazardous materials on the premises occurring while Lessee is in possession, or elsewhere if caused by Lessee or persons acting under Lessee. These covenants shall survive the expiration or earlier termination of the lease.

For the purpose of this lease "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

34. Hawaii law. This lease shall be construed, interpreted, and governed by the laws of the State of Hawaii.

35. Exhibits - Incorporation in lease. All exhibits referred to are attached to this lease and hereby are deemed incorporated by reference.

36. Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this lease.

37. Partial invalidity. If any term, provision, covenant or condition of this lease should be held to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

38. Time is of the essence. Time is of the essence in all provisions of this lease.

39. Historic preservation. In the event any previously unidentified historic properties, burial sites, or human remains are discovered during land alteration or utilization activities on the premises, the Lessee or the Lessee's agents, employees, and representatives shall immediately stop all work or activities or both and contact the Historic Preservation Division. In the event that burial sites or human remains are discovered, the Lessee or the Lessee's agents, employees, and representatives shall comply with section 6E-43.6 (Inadvertent discovery of burial sites), Hawaii Revised Statutes, and any implementing regulations. Under section 6E-11(a) and (b), Hawaii Revised Statutes, it is unlawful to damage or alter historic properties or burial sites unless permitted by the State of Hawaii, Department of Land and Natural Resources.

40. Construction and installation of utilities. Lessee shall be solely responsible, at Lessee's own cost and expense, for the construction and installation of all necessary on-site utilities and improvements, including water and sewage, which shall be in conformance with prevailing State of Hawaii and County of Kauai building and health requirements applicable thereon.

In the event that use of the existing cesspool is prohibited or found to be contrary to existing law for any reason or if Lessor is subjected to any monetary fine or penalty of any kind based on or by reason of the existing cesspool, then Lessor may require Lessee at Lessee's sole expense and within one year from the date of written notice from Lessor, to close the existing cesspool on the premises and install an individual septic tank system. Closure of the cesspool and installation of the septic tank system shall be in conformance with all applicable laws and codes and accepted by the Department of Health of the State of Hawaii. Lessee shall apply for and obtain a conservation district use permit and any other required permits before

beginning any such closure or installation.

[With respect to lots in the Well Head Protection Zone]: Within one year from the date of this lease, Lessee shall, at its sole expense, close the existing cesspool on the premises and install an individual septic tank system. Closure of the cesspool and installation of the septic tank system shall be in conformance with all applicable laws and codes and accepted by the Department of Health of the State of Hawaii. Lessee shall apply for and obtain a conservation district use permit and any other required permits before beginning any such closure or installation.

41. Maintenance of water pipelines. Lessee shall be responsible for maintenance of water supply laterals from the point at which connection is made to the main water lines, three (3) inches in diameter or larger, to and including all pipes and fixtures on the premises. Lessee's responsibility shall include the installation, maintenance and repair of all such laterals at no cost to the Lessor and, further, shall be in accordance with plans and specifications first submitted to and approved by the Lessor.

42. Recreation-residence purposes defined. For purposes of paragraph 12, entitled "Character of use" herein, recreation-residence purposes is defined as being the use of the leased premises on weekends, recognized State and Federal holidays, and for continuous occupancy not exceeding ninety (90) consecutive days by the Lessee, Lessee's family members, friends and guests.

Any other provision of this lease notwithstanding, the premises shall not be occupied by the Lessee, Lessee's family members, friends, guests, caretaker, or any other person for more than a total of one hundred eighty (180) days during a one (1) calendar year period. Year-round occupancy of the leased premises is strictly prohibited.

The premises may not be advertised in any way, including on the internet or World Wide Web, for availability or rental. There shall be no commercial activity of any kind on the premises or any portion thereof.

Renting of the leased premises, for any period of time or for any amount of money or other valuable consideration is strictly prohibited.

Lessee shall make available to Lessor upon request copies of any and all of Lessee's tax records and returns for purposes of verifying compliance with these provisions.

Documents requested pursuant to this paragraph may be reviewed and notes made upon review but shall not be copied unless Lessor explains in writing to Lessee why review is not sufficient and copying is required under the circumstances. Nothing in this paragraph limits any other right Lessor may have to obtain copies pursuant to any other law, rule, procedure, or agreement.

43. Character of the premises; limited services.

Lessee acknowledges that the premises are in an isolated, rural, mountaintop area in a state park and that the structures on the premises are rustic and historic, suitable and intended for part time use only. Lessee shall not expect the level of services that might be available in more developed and accessible areas. Lessee shall expect that use of the premises will entail certain hardships and limitations, including but not limited to: unreliable water system, electrical system, and other utilities; the need for Lessee to haul their own trash out of the park; lack of sewers; cabins which need significant repair work and that require the work to be done in a manner that maintains the character of the community; substandard roads that may not be suitable for all vehicles, that may limit the ability of emergency vehicles to access the area, and that may be completely closed for unpredictable periods by weather or other conditions.

Specifically, but without limitation, Lessee acknowledges and agrees that Lessor does not guarantee or covenant to provide running water or potable water or electrical service. Lessee has been advised of problems with water quality. Lessor specifically reserves the right to shut down existing water service or electrical service rather than repair or update the service. In the event that Lessor decides to shut down existing water service or electrical service, Lessor will advise Lessee in writing. Lessee will have sixty (60) days from the date such notice is mailed within which to notify Lessor in writing of Lessee's election to cancel this lease. If Lessee does so, then this lease shall be terminated as of the date of Lessor's receipt of the notice and the parties shall have no further liabilities or duties hereunder except as otherwise provided herein as to the parties' duties upon termination, and Lessee shall have no right, title, or interest in and to the premises or any improvements thereon. Lessor shall return to Lessee the prorated portion of any lease rent paid in advance.

44. Proof of principal place of residence. The Lessee shall, upon request by the Lessor, furnish evidence that Lessee maintains a full-time residence at a location other than the premises. Such information may include, but is not limited to a street address, a mailing address, or a telephone number for the Lessee at said principal place of residence. The Lessor may, at its option, require other and additional confirmation of

principal residency at a location other than the premises.

45. Fire Prevention. Lessee shall consult with the Division of Forestry and Wildlife, Department of Land and Natural Resources, for advice on fire prevention and fire suppression equipment.

46. Dangerous animals. Lessee shall not place, keep and/or maintain on the premises, or the surrounding public lands, any animal that presents a threat or danger to life, property or to the environment, or whose presence constitutes a nuisance to others, as determined by the Chairperson. This provision shall include animals banned by the Department of Agriculture, State of Hawaii.

47. Prevention and control of noxious and exotic plants. The introduction of noxious and exotic plant species to the premises shall not be permitted, except with the prior written approval of Lessor. The Lessee shall be solely responsible for the removal, at no cost to the Lessor, of any and all noxious and exotic plant species introduced by Lessee on to the premises and which are found to have adverse impacts upon the environment, notwithstanding the fact that prior written approval may have been obtained from the Lessor.

48. Hunting and fishing. No hunting or fishing shall be allowed on the premises during the term of this lease.

49. Abandoned vehicles. Lessee shall take all steps necessary to prevent the placing or storing of abandoned vehicles within the premises. Any and all abandoned vehicles within the premises shall be removed by Lessee at Lessee's cost and expense.

50. Environmental regulations. Lessee shall comply with all applicable federal, state and county environmental impact regulations, including but not limited to chapter 343, Hawaii Revised Statutes, as amended, and regulations governing historic preservation.

51. Fire and extended coverage insurance. The Lessee, at its cost and expense, shall procure and maintain at all times during the term of this lease, fire and extended coverage insurance with an insurance company(s) licensed to do business in the State of Hawaii, insuring all buildings, structures, and improvements on the premises in the joint names of Lessor and Lessee in an amount equal to the replacement cost of the facilities, and shall pay the premiums at the time and place required under the policy.

In the event of total or partial loss, any proceeds

derived from the policy(s) shall be used by the Lessee for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to plans and specifications approved in writing by Lessor; provided, however, that with the writing approval of the Lessor, the Lessee may instead elect to terminate this lease. If Lessee elects to do so and provides Lessor with notice of this election in writing, then this lease shall be terminated as of the date of the notice and the parties shall have no further liabilities or duties hereunder except as otherwise provided herein as to the parties' duties upon termination, and Lessee shall have no right, title, or interest in and to the premises or any improvements thereon. Lessor shall return to Lessee the prorated portion of any lease rent paid in advance.

Any and all insurance proceeds not used to rebuild or repair the buildings or improvements shall be paid to and retained by the Lessor.

The Lessee shall furnish the Lessor on or before the commencement date of this lease, a certificate showing the policy(s) to be in full force and effect and shall furnish a like certificate upon each renewal of the policy(s). Each certificate(s) shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to the Lessor.

All rights or claims of subrogation against the State of Hawaii, its officers, employees, and agents are waived.

52. Removal of trash. The Lessee shall be responsible for the removal of all trash upon the premises, whether or not placed on the premises by Lessee or with or without Lessee's consent, and whether or not placed on the premises prior to the term of this lease. There shall be no outdoor fires for burning of trash or any other purpose, except with the written approval of the Chairperson.

53. Phase I environmental site assessment. Prior to termination or revocation of the subject lease or the assignment of the leasehold, Lessee shall conduct a Phase I environmental site assessment and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health, and the Department of Land and Natural Resources. Failure to comply with the provisions of this paragraph shall not extend the term of this lease or automatically prevent termination or revocation of the lease. The Board, at its sole option, may refuse to approve termination, revocation, or assignment unless this

evaluation and abatement provision has been performed. In addition or in the alternative, the Board may, at its sole option if Lessee does not do so, arrange for performance of the provisions of this paragraph, all costs and expenses of such performance to be charged to and paid by Lessee.

54. Survey and boundary stakeout. The Lessee shall be solely responsible for any survey and boundary stakeout of the leased premises.

55. Notice. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid, unless another form of delivery is required in a specific section of this lease. In all cases, notice to Lessee shall be delivered or addressed to the address stated above. Unless otherwise specified, mailed notices to Lessee shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Notice to Lessor shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Unless otherwise specified, notices to Lessor shall be deemed given upon actual receipt. Either party may by notice to the other specify a different address for notice purposes, provided that Lessee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Lessees hereunder, notice to one Lessee at the address stated above (or any different address specified as permitted by this paragraph) shall be deemed notice to all Lessees.

56. Approvals. Any permission, approvals, or authorizations of any kind by the Lessor required by or relating to this lease shall be in writing signed by the chairperson with (where required) authorization of the Board.

57. Withdrawal. The Lessor shall have the right to withdraw the demised land, or any portion thereof, at any time during the term of this lease upon the giving of reasonable notice by the Board and without compensation, for public uses or purposes of any kind or nature, and Lessor shall have the right to remove soil, rock or gravel as may be necessary for the construction of roads and rights of way within or without the demised premises; provided, that upon such withdrawal, or upon such taking which causes any portion of the land originally demised to become unusable for the specific use or uses for which it was demised, the rent shall be reduced in proportion to the value of the land withdrawn or made unusable and provided further that Lessee may, at Lessee's own expense, remove and relocate its improvements to the remainder of the premises occupied by the Lessee. In the event of any such withdrawal, the Lessee shall

have the option to terminate this lease. If Lessee elects to do so and provides Lessor with notice of this election in writing, then this lease shall be terminated as of the date of Lessor's receipt of the notice and the parties shall have no further liabilities or duties hereunder except as otherwise provided herein as to the parties' duties upon termination, and Lessee shall have no right, title, or interest in and to the premises or any improvements thereon. Lessor shall return to Lessee the prorated portion of any lease rent paid in advance.

Definitions.

1. The use of any gender shall include all genders, and if there is more than one lessee, then all words used in the singular shall extend to and include the plural.

2. As used in this lease, unless clearly repugnant to the context:

(a) "Chairperson" means the Chairperson of the Board of Land and Natural Resources of the State of Hawaii or his successor.

(b) "Lessee" means and includes the Lessee and each of them, if more than one.

(c) "Premises" means the land leased and all buildings and improvements now or hereinafter constructed and installed on the land leased.

(d) "Waste" includes, but is not limited to, (1) permitting the premises, or any portion, to become unduly eroded or failure to take proper precautions or make reasonable effort to prevent or correct the erosion; (2) permitting a substantial increase in noxious weeds in uncultivated portions of the premises; and (3) failure to employ all of the usable portions of the premises.

(e) "Days" shall mean calendar days, unless otherwise specified.

(f) "Noxious weed" means any plant species which is injurious, harmful, or deleterious or which may be likely to become so to the agricultural, horticultural, and livestock industries of the State, as determined by the Department of Agriculture of the State of Hawaii by administrative rules.

(g) "Timber" means any trees standing within designated

areas of the leased land which are covered by a woodland management plan.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII

Approved by the Board
of Land and Natural
Resources at its meeting
held on _____.

By _____
Chairperson
Board of Land and
Natural Resources

LESSOR

LESSEE

APPROVED AS TO FORM:

Deputy Attorney General

Dated: _____

STATE OF HAWAII)
)
COUNTY OF)

On this _____ day of _____, 20_____, before me personally appeared _____ and _____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, State of Hawaii

My commission expires: _____

STATE OF HAWAII)
)
COUNTY OF)

On this _____ day of _____, 20_____, before me personally appeared _____ and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

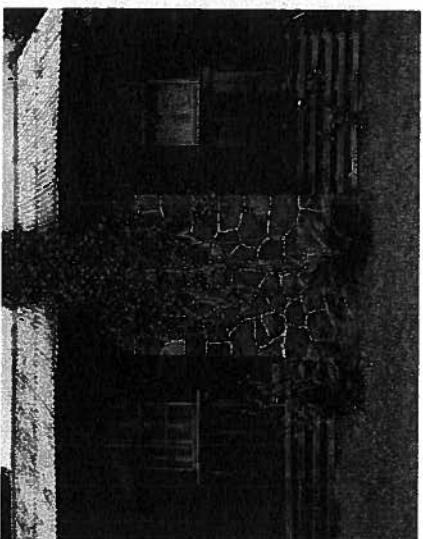
My commission expires: _____

EXHIBIT "D"

**Design Standards and Guidelines for the
Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots**
(Kōkē'e and Waimea Canyon Recreational Residences Historic District)



Insert historic photo.



**State of Hawai'i, Division of State Parks
September 2006**

**Design Standards and Guidelines for the
Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots**
(Kōkē'e and Waimea Canyon Recreational Residences Historic District)

Prepared for the
State of Hawai'i, Division of State Parks

Under Purchase Order Number
C25890

By Mason Architects, Inc.
with
Dawn E. Duensing, M.A.

September 2006

**Design Standards and Guidelines for the
Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots**

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CHAPTER 1

Historic Design Standards and Guidelines for the Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

INTRODUCTION

INTRODUCTION

The Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots are located within Kōkē'e and Waimea Canyon State Parks on the Island of Kaua'i. The camp lots have been nominated to the National Register of Historic Places as the "Kōkē'e and Waimea Canyon State Parks Recreational Residences Historic District." The Historic District exhibits a legacy of unique architecture and is acknowledged as a national cultural treasure that is irreplaceable, and of great cultural and aesthetic value. The District was established to preserve and protect the cultural landscape and setting, including the exteriors of the historic buildings and other structures.

These guidelines have been prepared to assist Lessees and the Hawaii Division of State Parks in preserving and rehabilitating historic recreational residences within the Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots (Kōkē'e and Waimea Canyon Recreational Residences Historic District). The guidelines are intended to assist in decision-making and in finding acceptable solutions for the maintenance, repair, and rehabilitation of historic housing in order to preserve the integrity and character of the Historic District. The guidelines for new construction will help ensure that new structures will complement the District's existing historic architecture. This document is also designed to raise awareness of basic preservation principles and approaches, and to relate such principles to the types of buildings and materials in the Historic District. The guidelines are not intended to replace professional judgment.

STUDY AREA

The project area encompasses all lots, recreational residences, access corridors, and non-leased lands within the defined Kōkē'e and Waimea Canyon Recreation Residence Historic District at Kōkē'e and Waimea Canyon State Parks, Kaua'i [TMKs (2) 14-02, 03, 04]. This contiguous historic district encompasses the Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots (see figure on next page).

PURPOSE

The purpose of this document is to develop the architectural design standards, guidelines, and review procedures necessary to enhance and maintain the character and integrity of the Kōkē'e and Waimea Canyon Recreational Residences Historic District. It fulfills, in part, historic preservation commitments made to mitigate the impacts of State leases on the historic district (56E-8 HRS and g13-275-8 HAR). The historic district includes 137 designated lots, of which 114 have existing recreational residences. Of these, 72 are historic and have been evaluated as contributing to the significance of the historic district. The remaining 42 residences are either non-historic (i.e., less than 50 years old) or are no longer considered contributing structures because their historic integrity has been compromised by inappropriate changes. The standards, guidelines, and review procedures will, where appropriate, become part of lease agreement conditions due to begin on January 1, 2007.

METHODOLOGY

The State of Hawai'i, Division of State Parks retained Mason Architects to prepare design standards and guidelines for the historic Kōkē'e, Halemanu and Pu'u ka Pele Camp on the island of Kaua'i. The history and architectural inventory of the Camp Lots written by Dawn Duensing in 2003 served as the basis for these guidelines.

The guidelines for preservation, rehabilitation, additions and new construction were completed by Barbara Shideler, AIA, of Mason Architects in June-August 2006. Ms. Shideler is a registered architect in the State of Hawai'i and is trained in architectural history and historic architecture. She has a B.A. in Architecture from the University of Hawai'i at Mānoa; and a Graduate Certificate in Historic Preservation, also from U.H.-Mānoa. With this training and sixteen years of experience in the field of historic preservation, Ms. Shideler meets the professional qualification standards under Historic Architecture and Architectural History outlined in 36 CFR 61.

The field work, as well as the history and architectural heritage sections of the document were prepared by Dawn Duensing, MA, as

a subconsultant to Mason Architects. Ms. Duensing is trained in history and historic preservation. She has a M.A. in History from Northern Illinois University and a Graduate Certificate in Historic Preservation from the University of Hawaii at Mānoa. With this training and sixteen years experience in architectural history, Ms. Duensing meets the professional qualification standards under Historic Architecture and Architectural History outlined in 36 CFR 61.

PHILOSOPHY OF DESIGN REVIEW

The recommendations are based on "The Secretary of the Interiors Standards for the Treatment of Historic Properties" and the specific needs of the community. The principal approach in design guidelines is the emphasis on preservation and careful rehabilitation. This view is illustrated through the use of such words as REPAIR, RETAIN, MAINTAIN and PROTECT. For example, it is important to repair original materials rather than replace them; retain original landscape features such as stone retaining walls; maintain the original wood siding because it is integral in displaying historic character; and protect the original setting of the recreational residence to perpetuate its integrity.

These design guidelines also describe solutions for rehabilitation that might best preserve the historic character of Kōkē'e, while providing a framework and philosophy for design review by the Recreational Residence Design Review Committee. The Design Review Committee will refer to the guidelines when reviewing applications for improvements that require approval by the Division of State Parks. It is recommended that Lessees planning to do rehabilitation, new construction, or an addition contact the Department of Land and Natural Resources Division of State Parks or the State Historic Preservation Division early in the planning process.

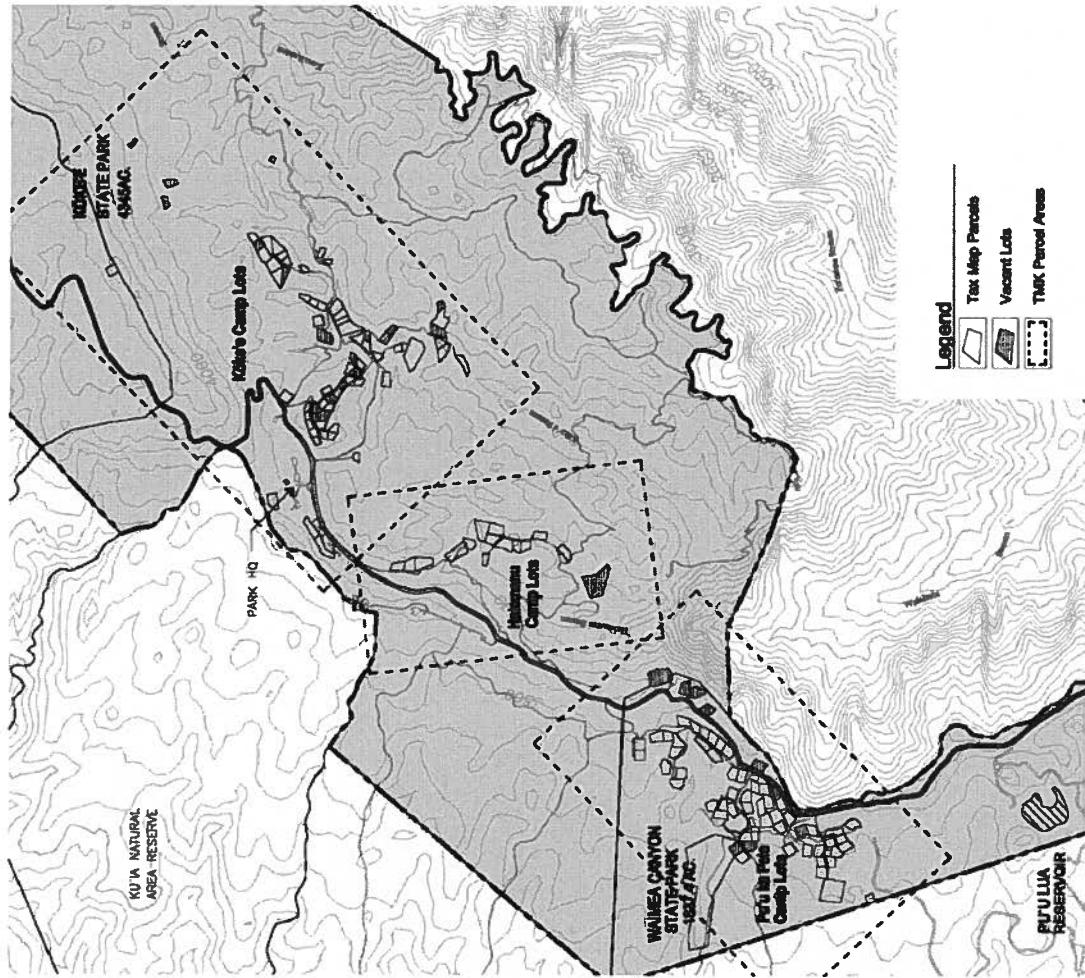
The guidelines apply to the exterior only with emphasis on the primary facade of a building, such as that readily visible from the roadway. Although interior spaces may also be historically significant and worthy of preservation, only the built environment visibly accessible to the public is subject to the guidelines for preservation. Decisions regarding the interior are strictly reserved to the Lessees.

THE REAL WORK OF PRESERVATION

It is individual Lessees who do the real work of preservation by keeping their buildings in good repair, and through their efforts to rehabilitate, restore and preserve structures in ways that accurately reflect a building's style and history. Such honesty is compatible with making the Kōkē'e and Waimea Canyon Recreational Residences Historic District comfortable and appropriate for today's lifestyles.

The overall goal of the Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots is to preserve and protect Kōkē'e, not to complicate the lives of Lessees. Our shared heritage, the visual and architectural characteristics of Kōkē'e, is precious. It cannot be found anywhere else in the world, nor can it be duplicated or simulated. If our historic structures' exteriors are altered without thought to their original style or to Kōkē'e's architectural heritage, we have stolen from our community's future. Preservation is not only for us, but also for those in the past and the future. We must take the long view, working together as partners and stewards of this community, which is situated in that timeless, uniquely Kōkē'e intersection of past and present.

Project Map:



CHAPTER 2

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots REVIEW AND APPROVAL PROCESS

REVIEW AND APPROVAL PROCESS

The Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots are incorporated into the Lease Agreement. All parcels within the Historic District are subject to these standards and guidelines. Proposed undertakings will be reviewed by the Division of State Parks or the newly established Recreational Residence Design Review Committee for conformance to the standards and guidelines. Approval is required for any project that will impact the visual integrity of the Kōkē'e and Waimea Canyon State Park Recreational Residence Historic District, except as noted in this document.

The design review process is initiated when a Lessee of a property within the historic district applies for an approval for a project from the Division of State Parks (Division). This process only applies to projects initiated by the Lessees. While it guides an approach to certain design problems by offering alternative solutions, it does not dictate a specific outcome, and it does not require a property owner to instigate improvements that are not contemplated. For example, if an owner plans to repair a deteriorated porch, the guidelines indicate appropriate methods for such work. If porch repair is the only work proposed by the property owner, the process does not require that other building features that may be deteriorated, such as a roof that is in poor condition, be repaired.

All plans must first obtain the Division's approval before they are submitted for permit approval from other pertinent state and county agencies. Work on any of the recreational residences must also conform to the requirements of applicable Federal, State and County codes.

If you have a question about work you are about to begin, you may call the Department of Land and Natural Resources, Division of State Parks or the State Historic Preservation Division.

DESIGN REVIEW COMMITTEE

The Recreational Residences Design Review Committee (Design Review Committee) shall have the power to assist the Division of State Parks in the review of proposed projects for their adherence with the Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots and to otherwise advise the Division in all matters affecting historic resources within the Kōkē'e and Waimea Canyon Recreational Residence Historic District.

The Design Review Committee approves or disapproves applications based on the design standards and guidelines in this manual and any additional guidance from the U.S. Department of Interior or the State Historic Preservation Division that supersedes this document. The standards and guidelines will be used to determine the architectural compatibility of proposed changes, including rehabilitation of an existing historic structure, appropriate new construction, and other projects. The guidelines are based on preservation standards and design guidelines established by the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68).

The Design Review Committee shall consist of seven (7) members, five (5) of whom shall be appointed by the Board of Land and Natural Resources (BLNR), one (1) shall be a member of the Kauai Historic Preservation Review Commission (KHPRC), and one (1) shall be a Lessee of a Recreational Residence. At least four (4) of the Design Review Committee members shall be professionals of special expertise or interest in the following disciplines: architecture, architectural history, archaeology, history or Hawaiian culture. These professional representatives must meet the qualifications enumerated in 36 CFR Sec. 61, Appendix A. In the event such expertise is not available within the County of Kauai, experts from within the State may be contacted to service the Design Review Committee. The members shall serve without compensation.

CHAPTER 2

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots REVIEW AND APPROVAL PROCESS

The terms of the Design Review Committee members shall be shall be three (3) years. No member shall serve more than two (2) successive three-year terms. Should a vacancy arise prior to completion of the term, an appointment to fill such vacancy shall be made by the respective appointing authority only for the unexpired portion of the term. The Board shall designate one (1) of the members of the Design Review Committee to serve as the initial Chairman, and one (1) to be the initial Vice-Chairman. Each shall serve for a period of one (1) year and thereafter the Design Review Committee shall elect its own officers on a yearly basis. The Chairman of the Division of State Parks, or his designee, [or BLNR?] shall be responsible for administering the Design Review Committee.

The Design Review Committee shall meet as necessary, and at least once quarterly. Within fifteen (15) days of such meetings, the Design Review Committee shall forward any comments or recommendations it may have to the Division of State Parks. The Design Review Committee shall hold public hearings in accordance with Chapter 91 of the Hawaii Revised Statutes (Ord. No. 496, December 24, 1986).

APPROVAL PROCESS

Proposed projects fall into one of three categories: 1) those subject to review by the Design Review Committee; 2) those subject to Division of State Parks Administrative Approval; and 3) those with no requirement for review or approval by the Division.

I. DESIGN REVIEW COMMITTEE APPROVAL:

Applications for the projects listed below will be routed to the Design Review Committee for review and comment. Their recommendations will be forwarded to the Division of State Parks. Division staff will submit the proposed project to the Board of Land and Natural Resources, as required.

Demolition or Relocation:

- Demolition, removal, or alteration of existing structures, facilities and equipment. Any property constructed more than 50 years ago shall be evaluated by the Division and the State Historic Preservation Division for historical significance.
- Demolition, grading, removal or alteration of topographic features.

New Construction:

- Construction of a single family residence that conforms to design standards as outlined in this chapter.
- Replacement or reconstruction of existing structures and facilities under an existing permit where the new structure will be located approximately on the same site and will have substantially the same purpose, capacity, density, height, and dimensions as the structure replaced.

Additions to Existing Residences:

- Alteration or expansion of existing structures, facilities, equipment, or topographical features that are significantly different from the original use or significantly different than the original permit. When county permit(s) are required for the associated plan(s), the Division's approval shall also be required.
- Construction or placement of accessory structures greater than 120 square feet. Accessory uses shall be allowed only if they are consistent with the character of the historic district.

Major Repairs and Rehabilitation:

- Renovation or structural alterations that result in a change to the outward appearance of the structure, such the addition or removal of rooms, roofs, or *ana'i*.

Site Work and Landscaping:

- Site work, including landscaping (defined as alteration or clearing of plant cover, including trees) in an area of more than ten thousand square feet. Natural vegetative plant cover, where disturbed, shall be restored or replaced with endemic or indigenous planting. The introduction of alien plant species is prohibited in the State Parks.
- Site work, including landscaping (defined as alteration or clearing of plant cover, including trees) that affects endemic or indigenous plant materials.
- Removal of noxious plants for maintenance purposes that results in significant ground disturbance (e.g. clearing or grubbing). Noxious plants and trees are defined in chapter 152 HRS, and chapter 4-68, subtitle 6, HAR as well as other invasive species as may be defined by the department.
- Removal of more than five trees, six inches or greater in diameter measured at ground level.
- Retaining walls, fences and planter boxes greater than 30 inches in height.
- Erosion control, flood control, and other hazard prevention devices or facilities.

II. DIVISION OF STATE PARKS ADMINISTRATIVE APPROVAL:

The following types of projects are subject to administrative approval by the Division and do not require review by the Design Review Committee.

Emergency Permits:

In the event of an emergency, repairs shall be expedited via the issuance of an emergency permit. The application fee for an emergency permit shall be waived.

- Repair of a structure to the same size and condition as existed prior to the damage.

The Division may elect to route certain applications to the Design Review Committee. This may occur when an application involves one or more of the following situations:

- Reconstruction of a damaged structure;
- Enlargement of a structure;
- Change in land use;
- Substantial change in the height of the structure (for example, roof additions); or
- Where the Division determines that a potential for substantial adverse environmental impact exists.

Additions to Existing Residences:

- Accessory one-story detached buildings used as tool and storage sheds, playhouses, water catchment and similar uses, provided the aggregate floor area does not exceed 120 square feet. Accessory uses shall be allowed only if they are consistent with the character of the historic district.
- Retaining walls, fences and planter boxes that are not more than 30 inches in height, walkways, riprap walls, and outside paving within private property.
- Individual residential television and radio antennas, excluding dish-type antennas.
- Playground equipment, statues, and ornamental ponds less than 18 inches in depth.
- Signs, including safety signs, danger signs, no trespassing signs, and other informational signs.

Minor Repairs and Maintenance:

- Projects that include the renovation or non-structural alteration of interior spaces only, which do not result in an alteration of the outward appearance of the structure, including painting, installation of wall or floor covering, and cabinet work.

CHAPTER 2

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots REVIEW AND APPROVAL PROCESS

- Projects that typically do not require a building permit, but require review for conformance with the Historic Design Standards and Guidelines, including:
 - Repairs that involve only the replacement of component parts of existing work with similar materials for the purpose of maintenance, and which do not aggregate over \$1,000.00 in valuation in any 12-month period, and do not affect any electrical, plumbing, or mechanical installations.
 - Reroofing work that will not adversely affect the structural components or the installation of siding to existing exterior walls that will not adversely affect the structural components of the walls.
 - Repair work performed by a licensed electrical contractor that does not aggregate over \$500.00 in valuation in any 12-month period and does not involve service entrance equipment.

- for example caulking around doors and windows, repair of flashings, and rehabilitation of hardware.

Site and Landscaping:

- Landscaping and routine maintenance, including mowing lawns, pruning trees and shrubbery.
- Temporary tents or other coverings, for periods not to exceed 14 consecutive days, used for private family parties or for camping.

APPROVAL APPLICATION REQUIREMENTS

Application Form

- Applications for all actions requiring a permit must be submitted to the Division using the Recreational Residence Approval Form (see Appendix X) or CDUP application?. A minimum of (x) copies of the application and all attachments. Required attachments may include the following:

Site and Landscaping:

- Removal of noxious plants and trees for maintenance purposes, including clearing with power hand tools or that results in only minor ground disturbance. Note: The department and board reserve the right to require departmental or board approval if it is determined that the proposed action may cause secondary impacts on natural or cultural resources.
- Removal of not more than five trees less than six inches in diameter measured at ground level;

III. NO REVIEW OR APPROVAL:

No approval is required from the Division or Board for the following actions:

Minor Repairs and Maintenance:

- Routine minor repair or maintenance of an existing structure in a manner that conforms to these guidelines,

Location Map:

- An area plan, with a north arrow and graphic scale, should identify the relationship of proposed uses to existing uses in abutting parcels.

Site Plan/TMK:

- Site plans should include, but are not limited to: dimensions and shape of lot; metes and bounds (including easements and their use); existing features (including vegetation, water area, roads, utilities, and existing structures). Detailed contour maps must be submitted for projects where slopes are 20% or more.

Construction Plans:

- All applications shall contain a location map, site plan, floor plan, elevations, and landscaping plans drawn to scale. Additionally, all plans should include a north arrow and graphic scale.

CHAPTER 2

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots REVIEW AND APPROVAL PROCESS

- Construction plans should include, but not be limited to:
 - existing and proposed changes in contours; all buildings and structures with indicated use and critical dimensions (including floor plans) in square footage; landscaping (including buffers and fences); driveways (including widths and paving material); existing and proposed drainage plans (including erosion sedimentation controls); proposed utilities and other improvements; revegetation plans; trenching, filling, dredging and/or soil disposal.

Photographs:

- Current color photographs of the area shall be submitted with all applications. Digital copies may be provided to the Division to help expedite the processing of applications.

Review Schedule

The Division will review any application for completeness within thirty (30) days of the filing date. If the application is found to be incomplete, the applicant shall be so notified by a letter stating the reasons. If an application is accepted for processing, the applicant shall be notified by letter stating the commencement and completion dates for the processing of the application. The 180 day time period provided by law shall not commence until a completed application is accepted by the Division. Physical receipt of an application by the Division does not constitute acceptance.

If within 180 days, or a time period as provided by law, after the Division's acceptance of a completed application, the Division, the Chairperson, or the Board shall fail to render a decision thereon, the Lessee may automatically put the land to the use or uses requested in the application, subject, however, to the conditions described in the Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots and Chapter 13-5 HAR.

Work Time Frame

For approvals to remain valid, work must be completed within twelve (12) months. If plans change while work is in progress, Lessees must contact the Division before undertaking a change or deviation from the approved plan. Expired approvals may be extended for one six-month period provided there have been no changes to the approved plan. This may be done administratively through the Division. Without approval, the work will be considered in violation of the lease.

Time extensions

Lessees may request time extensions to comply with the conditions of an approval. Time extensions of up to two years may be granted, as determined by the Board, to initiate or complete a project, based on supportive documentation from the applicant. The Board may also grant time extensions upon the second or subsequent request for an extension on an approval, based on supportive documentation from the applicant.

All time extensions shall be submitted to the Division prior to the expiration deadline. If a time extension request is received after the expiration deadline, it shall be forwarded to the Board for review. If a request for a time extension is not received a minimum of one year after the expiration deadline, the permit shall be null and void.

Revocation of Permits

In any case where a Lessee has failed to comply with any of the conditions contained in an approval, the work will be considered in violation of the lease.

OTHER PERMITS

Conservation District Use Permit:

State of Hawaii, Dept. of Land and Natural Resources, Lands within the State's Conservation District - Title 13 (HAR), Subtitle 1

CHAPTER 2

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Administration, Chapter 5, "Conservation District". Plans may not be submitted for any other State or County permits until a CDUP approval is obtained.

State Historic Preservation Division:

State of Hawai'i, Department of Land and Natural Resources. National Historic Preservation Act Section 106 of the National Historic Preservation Act, as amended, and Chapter 6E, HRS, and implementing regulations (36 CFR 800) and Chapter 13-300, HAR, are intended to provide for the protection and use of historic properties for the benefit of the public. DLNR, Historic Preservation Division (SHPD), oversees the historic preservation compliance process. The SHPD determines whether any historic sites exist and their historical significance.

Zoning and Land Use Regulations:

County of Kaua'i. Kōkē'e and Waimea Canyon State Parks are located entirely within the State Conservation District, therefore County zoning rules do not apply.

Building Permits:

County of Kaua'i, Department of Public Works.

New construction must conform to all applicable building codes, including, but not limited to, the 1997 Uniform Building Code with local amendments (Kaua'i County Code, Ordinance #773); the 1997 Uniform Plumbing Code with local amendments (Kaua'i County Code, Ordinance #774); and the 1999 National Electrical Code with local amendments (Kaua'i County Code, Ordinance #775).

Existing buildings are permitted leniency per UBC Chapter 34: Historic Buildings. Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building or structure may be made without conformance to all the

requirements of this code when authorized by the building official, provided

1. The building or structure has been designated as having special historical or architectural significance.
2. Any unsafe conditions as described in this code are corrected.
3. The restored building or structure will be no more hazardous based on life safety, fire safety and sanitation than the existing building.

Grading, Grubbing, Excavating, and Stockpiling Permits:

County of Kaua'i, Department of Public Works.

Permit to Construct a Wastewater System:

State of Hawai'i, Department of Health. Construction of wastewater system.

HISTORY AND CHARACTER***HISTORY OF THE KŌKĒ'E CAMPS AND PU'U KA PELE LOTS***

This history was based on "A History and Architectural Inventory of the Kōkē'e Camps and Pu'u Ka Pele Lots, Kaua'i, Hawaii," which was prepared for the Kōkē'e Leaseholders Association and Hui O Laka, Kōkē'e Natural History Museum by Dawn Duensing in 2003.

Early Recreational Activities at Kōkē'e

Between 1918 and the late 1950s more than 100 rustic cabins were built on three tracts of lots at Kōkē'e, Halemanu, and Pu'u ka Pele on the island of Kaua'i.¹ Located at elevations between 3,200 feet and 3,680 feet, the lots were dispersed among the streams, valleys, and forests of what eventually became Kōkē'e and Waimea Canyon State Parks. The tracts were created for the express purpose of providing mountain retreats for Hawaii'i residents who had the means to escape the coast's hot, dry summers. The Kōkē'e Camps and Pu'u ka Pele Lots, as they came to be known, were unique. These "camps" were the only summer homes permitted on public land in Hawaii'. They were formally planned and modeled on the recreational residences in the U.S. National Forests. The history of Kōkē'e demonstrates that the camps were created in the spirit of achieving the greatest public purpose. Consequently, the land was set aside not only for the protection of forest resources and the watershed, but also for recreational pursuits and public access.

The history of the Kōkē'e area as a mountain retreat and recreational area began in 1856 when Kaua'i pioneer Valdemar Knudsen obtained a lease from the Kingdom of Hawaii' for more than a

hundred square miles of Crown land near Waimea. Knudsen used some of the Waimea uplands near Kōkē'e for ranching, but also enjoyed recreational activities. According to Knudsen's son, Eric, his father was fond of exploring the mountain areas above Waimea and was especially interested in collecting birds and gathering ferns. Knudsen was fascinated by an area called Halemanu, which translated from Hawaiian means 'bird house.' Family lore stated that the Hawaiian bird catchers used a grass house at Halemanu while on their feather-gathering expeditions. Valdemar Knudsen liked the area so much that he had a grass house built for his own use. The grass house was reportedly small, only about 8' x 10', and was used as a weekend retreat and base for explorations. To build Knudsen's house, workers cut heavy timber from the forest for rafters, using the dried bark as a fiber to tie the rafters together. Pili grass was gathered from a dry ridge nearby and used to thatch the house. Eric Knudsen explained, "Grass two feet long was laid in handfuls against the slats and laced on until the walls were six inches thick. How sweet it smelled." The house required no windows, as fresh air circulated through the thatch.²

After Valdemar Knudsen married and had children, his family outgrew the thatched house at Halemanu. About 1868 he imported lumber from New Zealand, had it hauled up the mountain on oxcarts as far as the trail allowed, from where the materials were carried on foot or by horseback. The Knudsen's new house was "long and low with many small rooms and wide verandas." For three months each summer, Knudsen's family relocated to Halemanu from the hot, dry climate at the family's Waiawa home. At Halemanu they enjoyed the damp, cool, mountain air and the natural beauty that surrounded them. Knudsen took his children on scenic horseback rides and picnic excursions to the rim of Waimea Canyon or Kalalau Valley. He was especially fond of telling his children the legends and lore the Hawaiians had taught him about the Kōkē'e area. While at Halemanu, servants did chores in the yard and garden, tended the horses, cut wood for the cook stove, and hunted for pigs.³

¹ Several place names were historically associated with the Waimea District's upland areas that became part of Kōkē'e and Waimea Canyon State Parks. For purposes of this study, these general areas are referred to as "Kōkē'e." Other distinct locales and place names in the Kōkē'e area were Halemanu, a valley and stream in Kōkē'e State Park; and Pu'u ka Pele, a hill/ridge area in Waimea Canyon State Park.

² Eric A. Knudsen and Gurre P. Noble, *Kanuka of Kauai, the Story of a True Pioneer*, (Honolulu: Mutual Publishing), 1999, 97-98.

³ Knudsen and Noble, *Kanuka of Kauai*, 126-127.

In 1898 Knudsen died and his estate passed to his sons, Augustus and Eric, whose firm was known as the Knudsen Brothers.⁴ Under Augustus's leadership, Kōke'e became well known as a camp site and recreational area. Perhaps more importantly, Knudsen was instrumental in responding to environmental problems at Kōke'e. He realized that the uplands at Kōke'e were of almost no value for ranching. Knudsen surmised that perhaps two hunters could make a poor living by hunting wild cattle in the forest and selling the meat and hides. In some cases, hunting cattle was a losing venture because it cost more to transport the wild cattle out of the forest than the meat was worth. More importantly, Knudsen observed that wild cattle trampled and denuded the forests, which not only eliminated vegetation, but also eroded valuable soil. Knudsen noted that the consequence of forest destruction was dry mountain bogs and streambeds. He, as well as those in Hawai'i's sugar industry, recognized that trees were essential to storing water and preserving the watershed.⁵ A healthy watershed was critical for providing irrigation water for the sugar industry.

Rather than ranching, Knudsen set his sights on eliminating cattle and wild goats from the upland forests. He reported that his family's relentless hunting had practically eliminated the wild cattle problem as early as 1882. By 1890, Knudsen believed that wild cattle on his land as well as adjacent Nā Pali areas were practically extinct. He also noted that the Knudsen Brothers firm built a fence to prevent cattle from re-entering the forest and estimated that the fence protected an area as large as 30,000 acres. After eliminating cattle from the forest, Knudsen experimented with reforestation. He planted Australian koa, ironwood, and other non-native trees, but also observed that the native koa forest was regenerating. Wild

goats, however, continued to do great damage on the Waimea Canyon pali [cliffs], leaving in their wake bare rock.⁶

Under Augustus Knudsen's stewardship, the Kōke'e area became a recreational camping area that was enjoyed by his friends from Kaua'i and beyond. He was famous for his annual "camping parties" and enjoyed entertaining guests at the family's Halemanu retreat. As an avid outdoorsman, he was known as a "perfect genius" in finding paths, one who exercised the "most uncommon sense" and "instinctively" knew the topography of the land. Guests delighted in his guided hikes. Although the family continued to use the house at Halemanu, early camping structures also included a variety of canvas buildings and tents. Another camp site was established higher up the mountain at Kōke'e, which provided a convenient starting point for Knudsen's hiking expeditions.⁷

The primary objective of these high-elevation camps was to provide an escape from the hot summer days of Kaua'i's coastal towns. Kōke'e offered "bracing" air, rushing streams, the pleasant sounds of mountain birds, and the scenic beauty of the mountains and Waimea Canyon. Early photographs of the Kōke'e area depict Knudsen and his guests, who were prominent members of Kaua'i and Honolulu society, enjoying a variety of "camping" activities. "Camping" meant spending time outdoors and included swimming in a cold stream, tennis on Knudsen's tennis court, tending the rose garden, hiking, picnicking, and horseback riding.⁸ At some point in the early 1900s, Knudsen granted other families the right to establish camps on his land, including the Danfords (circa 1907), Fayés, Hansens, and also the Kumuwela Camping Club.⁹

⁴ John William Siddall, ed. *Men of Hawaii* (Honolulu: Honolulu Star Bulletin Ltd., 1921) 239-240.

⁵ Philip L. Weaver, "A Tropical Mountain Park," *Mid Pacific*, vol. IX no. 3 (1915): 295; Augustus F. Knudsen, "Report of Mr. Augustus F. Knudsen," *Second Report of the Board of Commissioners of Agriculture and Forestry, year ending December 31, 1905, 90, Archives of Hawai'i (AH)*. Hereafter cited as BCAF Report.

⁶ Knudsen, "Report of Mr. Augustus F. Knudsen," 90-91.

⁷ Gerrit P. Wilder, "Among the Canyons of Kauai," *Mid Pacific*, vol. IX no. 3 (1915): 49.

⁸ Koke'e File, Knudsen Family File, Danford Family File, Photograph Collections, Kaua'i Museum.

⁹ List of Applicants for Camp Sites, Kokee Camps: General Permits, circa 1917-1918, AH.

Although the Knudsen's house at Halemanu was apparently quite substantial as described by Eric Knudsen, many of the cabins in the early 1900s were small board-and-batten structures that were no more than shelters and sleeping quarters. Other forms of early shelters were wood platforms with canvas walls and a canvas roof supported by 'ōhi'a branches. Some canvas structures were quite elaborate, while others were no more than "pup" tents. Facilities included outhouses, showers built in streams, and separate kitchen structures. Kaua'i's prominent families apparently could not do without servants while "camping." Ancillary structures circa 1900 included servants' quarters, tack rooms, and stables. Photographs indicate that getting families and servants up to Halemanu and Kōke'e was a major production that required numerous horses and wagons to carry people, crates and/or bags of supplies.¹⁰ To make travel to Kōke'e easier for his guests, Knudsen built a road along the rim of Waimea Canyon.¹¹

Planning for the Future

In 1903 the Territory of Hawai'i enacted legislation that created the Board of Commissioners of Agriculture and Forestry (BCAF) and authorized the framework for forest reserves. Although the Kingdom of Hawai'i had the authority since 1876 to set aside land for watershed protection, nothing was done, and it was not until the BCAF was established that action was initiated. In 1907, Nā pali-Kona Forest Reserve was proclaimed, which included nearly 20,000 acres of land leased to Knudsen. When his leases expired in 1917 and 1920, the land was to automatically revert to the government and become part of the forest reserve. The BCAF astutely recognized that Knudsen had established a model for how Kaua'i's uplands ought to be managed, and praised Knudsen Brothers'

contributions in eliminating cattle, regenerating the forest, and improving the watershed. Over the course of the decade until his lease expired, Knudsen cooperated with the BCAF in determining Kōke'e's future. Documents show that Knudsen and Superintendent of Forestry Charles S. Judd not only established the precedent for how to manage Kaua'i's forests and watersheds, but also set the standard for public enjoyment of the land as well.

While the BCAF was busy establishing forest reserves to protect Kaua'i's watersheds, other possible uses for government forest reserves were also being suggested. The earliest written reference to public recreational camp areas at Kōke'e was likely a 1912 Division of Forestry report. First, the report described the area leased to the Knudsens and emphasized the primary importance of Waimea's upland streams: irrigation development and power generation. Secondly, the report mentioned that Knudsen wanted to continue camping at Halemanu after his lease expired. The writer of this report, who was likely the Territorial Superintendent of Forestry Charles S. Judd, speculated on what might happen to Knudsen's camping area. He believed that the mountain camp at Halemanu was one of several valleys that offered "extremely attractive" camp sites. "Unquestionably," the report stated, "some arrangement should be made, when the present leases run out, to lease these valleys, under restrictions, as camp sites." The writer noted that leasing government lands in forest reserves for camp sites could be profitable, pointing out that both Wisconsin and New York had similar arrangements. The Kōke'e area was considered suitable for camping as it "would not be injured" by the campers. The report emphasized that those areas further up the valley where streams originated should be restored to their pristine condition.¹² The motive for this 1912 report is not clear. It is possible that the writer suggested the idea of public camp sites at Halemanu in order to justify Knudsen's continued use of his Halemanu camp site after his lease expired. By providing public camp areas, Knudsen would also be able to maintain his use of the area. The writer may have also

¹⁰ Kokee File, Knudsen Family File, Danford Family File, Photograph Collections, Kauai Museum. It is unknown how large Knudsen's original cabin was. Over the decades the cabin was probably enlarged so that by the 1980s, the structure was about 3,500 square feet. See also Honolulu Star-Bulletin, "Emotions Run High at Bidding for Kokee Leases," July 24, 1985.

¹¹ Weaver, "A Tropical Mountain Park," 294-295.

¹² "Confidential Report to the Board of Commissioners of Agriculture and Forestry, Honolulu," by the Division of Forestry, September 3, 1912, 1-2, 4, AH.

genuinely believed that the New York and Wisconsin precedents would be good for Hawaii's people, especially if it could be economically profitable.

Augustus Knudsen actively promoted the idea that the government should designate land at Kōke'e for summer camp areas for the general public. On one level, Knudsen appeared to be concerned about what the government might do with the land once it reclaimed control of the property. He may have worried that the land would be leased for cattle grazing or other destructive purposes. On a personal level, he was probably anxious about maintaining his right to use his summer camp and house at Halemanu. A 1915 article in *The Mid Pacific* magazine seemed to suggest, as did the Forestry Division report, that one way for Knudsen to keep the rights to his Halemanu camp was to convince the government to develop Kōke'e camp sites for the general public.¹³

The Mid Pacific featured Knudsen's "tropical mountain park" in March 1915. Writer Philip Weaver praised Knudsen's mountain camps at Halemanu and Kōke'e. Weaver enthusiastically reported on the beauty of Waimea Canyon and his exhilarating activities at Kōke'e. He applauded Knudsen for opening his land and camp sites to Honolulu school boys every year, making trails accessible to anyone who enjoyed hiking, building a road into the area, and working to preserve the forest. The article also provided an opportunity for Knudsen to promote the idea of preserving the Kōke'e region for future generations. Knudsen argued that the land was of little value for cattlemen, but could be of enormous value to the general public. He emphasized, "this whole region can be preserved [sic] for all time for the use and pleasure of the whole public, and not for a lucky few, if the public realize the desirability of the place as a forest reserve." Knudsen mentioned several benefits to be gained by preserving the forest, including maintaining a healthy watershed and providing an attractive area for camp sites. He speculated, "campers could find a paradise for short trips and at little expense." Knudsen emphasized that preserving Kōke'e would be just as much a delight for Kaua'i residents as Yosemite was for Californians. He pointed

out that the government would soon regain control of the Kōke'e forests (without noting that he personally would lose his lease and Halemanu house) and urged people to make it known that Kōke'e should be made available to the general public, not controlled by private interests.¹⁴ At least two other articles in *The Mid Pacific* in 1915 promoted the Waimea Canyon area, one of which featured Knudsen's Kōke'e camp and mountain adventures.¹⁵

The proposal for public camp sites at Kōke'e generated public attention in 1916 when the topic was frequently discussed in the pages of *The Garden Island* and by the Kaua'i Chamber of Commerce. In September 1916, George K. Larrison, the Territory of Hawaii's Superintendent of Hydrography, expressed his personal opinion to the governor that a park at Kōke'e would be a "wonderful thing for the islands." Larrison's suggestion resulted from a visit to Kōke'e, where he camped, woke up to the chilly thirty-six degree air, and prepared his breakfast over a wood fire. He believed that Kōke'e's cool change of climate was just what Honolulu and other coastal residents needed to refresh themselves during the hot summer months. Larrison emphasized that if a park and camp sites were created, it would provide a nearby retreat for territorial residents, who would no longer need to travel to the U.S. mainland to find relief from the heat. Larrison continued by describing the wonderful hikes and horseback rides he experienced on his Kōke'e vacation.¹⁶ A *Garden Island* editorial agreed with Larrison, stressing that Kaua'i needed a "cool and delightful" place for its own residents to escape "the heat and depression of the beaten paths of nine months." The paper indicated that many Kauaians tried to escape the summer heat by going to the mountains, to Hanalei, or to the mainland. The Kōke'e area, with its cool climate, could be a perfect summer alternative. The editorial concluded that the government should provide camp sites and a good road to Kōke'e so that Kaua'i's

¹⁴ Weaver, "A Tropical Mountain Park," 294-296.

¹⁵ Wilder, "Among the Canyons of Kauai;" Weaver, "A Tropical Mountain Park;" and Alexander Hume Ford, "The Waimea Canyon," *The Mid Pacific*, vol. IX no. 4 (1915): 375-379.

¹⁶ "Larrison Dreams of Park at Kokee," *The Garden Island*, 26 Sept. 1916.

¹³ Weaver, "A Tropical Mountain Park," *Mid Pacific*, 294-296.

people could enjoy an easily accessible summer retreat.¹⁷ Governor Pinkham enthusiastically supported Garrison's idea and promised to consider the matter.¹⁸

The Kaua'i Chamber of Commerce eagerly supported the idea promoted by Garrison and echoed by *The Garden Island*. Chamber member George Ewart pointed out that immediate planning was crucial, as Knudsen's lease on the subject property would expire in 1917; thereafter the land would revert to the government. To promote the camp sites idea, the Chamber established a commission, which was chaired by Kaua'i County Engineer J.H. Moragne. In addition to the commission's Kaua'i members, the Chamber asked Honolulu notables to serve, including Commissioner of Public Lands B. G. Rivenburgh, Chief Forester Charles S. Judd, and Garrison.¹⁹

The Chamber of Commerce wasted no time in investigating the summer camp proposal. Within a month, it arranged for the Honolulu commission members to visit Kōke'e.²⁰ After touring the area, the commission reported that it unanimously supported the proposed summer camp; however, they believed that the project might be dependent on building a serviceable road to Kōke'e.²¹ Despite the commission's unanimous agreement, Rivenburgh returned to Honolulu and criticized the summer camp plan in the *Honolulu Advertiser*. He opined that Hawai'i did not need a camping park on Kaua'i any more than a monkey needed two tails. As the Commissioner of Public Lands, Rivenburgh apparently saw no need to establish a formal camp area. He instead suggested that the land was already available as a forest reserve, and residents only had to

ask for permission to go camping on it. It is not clear why Rivenburgh first supported, then publicly condemned the Kōke'e camp proposal. It is obvious that he did not enjoy his Kōke'e visit. He grumbled to the *Honolulu Advertiser* about the "sort of trail" (road) to Kōke'e and complained that he was "half frozen" most of the time.²²

With only three months remaining before a portion of Knudsen's leased lands reverted to the government, six written applications and several verbal requests for camp sites had already been submitted to the BCAF. These applications were from Knudsen's friends who had been going to Kōke'e for many summers and had already erected "more or less permanent" camp buildings, i.e. summer cabins. By September 1917, the Division of Forestry plans for a public camp area were nearly ready. Forestry documents and newspaper articles indicated that Judd completed most of the planning and surveys for the Kōke'e Camps. Judd concluded that the Kōke'e region was suitable for a camping retreat because it was the most accessible and extensive area on Kaua'i that could be used for that purpose. He reiterated that Kōke'e's 3,500-foot elevation provided a respite and a "bracing climate for those who seek relief from the heat of the lowlands." In planning the Kōke'e Camps, he used the National Forest Service as a model, since that agency administered areas that allowed private individuals to lease land for summer homes.

After studying the Forest Service "recreational residence" program, Judd concluded that granting camping permits on Kaua'i was feasible if there were specific restrictions to protect the forest reserve. His recommendations included revocable five-year permits for designated camp lots, a "small" permit fee, and a time limit of 14 days for campers to reside at Kōke'e. He also recommended that \$100 worth of improvements be made to each lot and that a septic system be built. Finally, Judd wanted fire rules and a ban on cutting live trees. With this in mind, he recommended that a survey be prepared to lay out the camp sites. Also noteworthy was Judd's advice that the BCAF set aside land at nearby Pu'u ka Pele for Nā pali-Kona Forest Preserve when Knudsen's other lease expired in 1916.

¹⁷ "An Ideal Summer Resort," editorial, *The Garden Island*, 17 Oct. 1916.

¹⁸ "Planning a Park for Waimea Lands," *The Garden Island*, 17 Oct. 1916.

¹⁹ "Business Transacted by Chamber of Commerce," *The Garden Island*, 7 Nov. 1916.

²⁰ "For Summer Camp Investigation," *The Garden Island*, 28 Nov. 1916.

²¹ "Dinner Session of Commerce Body," *The Garden Island*, 19 Dec. 1916.

²² "Park Idea a Joke," says Rivenburgh," *The Garden Island*, 26 Dec. 1916.

1920. He wanted to ensure that the land along the edge of Waimea Canyon would be protected for future generations.²³

Knudsen's Lease Expires: Kōkē'e Camps Established

Halemanu and Kōkē'e reverted to the Territory of Hawaiiⁱ and to the jurisdiction of the BCAF when Knudsen's lease expired in December 1917. Judd prepared a survey and staked the summer camp sites at Kōkē'e in mid 1918.²⁴ A survey map illustrated that the Kōkē'e Camps were situated along the shallow valleys at Kōkē'e and Halemanu, with camp sites laid out along the Kōkē'i, Maluaopoke, Nawaimaka, Noe, and Elekin'i'ki streams.²⁵

The BCAF emphasized that it was making the Kōkē'e Camps available in response to requests from area residents who wanted the same types of privileges as the "many thousands" on the mainland that had summer homes in the U. S. National Forests.²⁶ Franklin K. Lane, Secretary of the Interior, commented on the importance of public land:

"Those in the lower altitudes need the change in air that comes with the ascent to the mountains, and I am in hope that out of your public lands...there will be reserved on every island mountain a public park where those may resort who come from the lands below, where the transient may pass the night, or those who wish may have their cottages.... As the man of wealth now wisely has his hill house and his seaside house, so should there be reserved for

those of more modest means some opportunity to gain the advantages of the rarer, cooler air of higher altitudes.²⁷

The BCAF agreed with Lane and noted that it was responding to both his statements and island residents' need to escape the heat of the lowlands for the "invigorating" climate and pleasant surroundings of Kōkē'e. The "Kōkē'e Camps" in the Nā Pali-Kona Forest Reserve were set aside and opened to the public in 1918 for "the recuperation of bodily energy." The BCAF noted that the camp was favorably located near the scenic beauties of Waimea Canyon, where the rainfall was not excessive and the nights were always cool. Forty-seven camp sites that varied in size from .3 to 2.0 acres were surveyed and laid out. Campers were to be issued five-year permits at the rate of \$25 per acre. A \$500 bond was required to insure that lessees fulfilled the terms of their agreements.²⁸

Application lists for the Kōkē'e Camps included Kauai's most prominent citizens and were compiled as early as August 1917. By the end of 1917, seventeen individuals had applied for camp sites. By August 1918, thirty-two applicants were on the Division of Forestry list for camp permits. An undated list of permit holders, which may have been from 1918 when the camp areas were established, indicated that twenty-eight permits were issued for Kōkē'e camp sites. Permit holders included the Knudsen, Fayé, Danford, and Hansen families who already had camp sites and may have had permanent camp structures at Halemanu. Other permits went to clubs, including the Hawaiian Trail & Mountain Club, the Kumuwela Camping Club, the YWCA, and a "boys camp" that Augustus Knudsen had established. Notable Kauai individuals also obtained Kōkē'e Camp permits, including C. A. Rice, Philip Rice, Mabel I. Wilcox (as well as three other Wilcox family members), and B. D. Baldwin. The Knudsens, Annie (Valdemar's widow), Eric, and

²³ "Division of Forestry Report to the Board of Commissioners of Agriculture and Forestry," 21 Sept. 1917, 1-3, AH.
²⁴ "Camp Sites are Laid Out by Chas. S. Judd," *The Garden Island*, 20 June 1918, 1.

²⁵ "Camp Sites are Laid Out by Chas. S. Judd," *The Garden Island*, 20 June 1918; T. B. Buch, Surveyor, "Na Pali-Kona Forest Reserve Kōkē'e Camps, Kauai, Hawaii Territory Survey, June 1918," AH.
²⁶ BCAF Report, Biennial Period Ended December 31, 1918, 40, AH.

²⁷ "Kōkē'e Camps," *The Hawaiian Forester and Agriculturist*, vol. XV no. 8 (1918): 260-262, AH.

²⁸ "Kōkē'e Camps," *The Hawaiian Forester and Agriculturist*, vol. XV no. 8 (1918): 260-262, AH.

Augustus, obtained rights to four lots at Halemanu, one of which was used for the boys camp.²⁹

The conditions of the camping permit required occupants to use their camp site within six months of signing the lease and at least fourteen days each year. Permit holders were required to make improvements worth \$100 to the property. Campers were also responsible for compliance with sanitary and refuse regulations, which included building septic systems. Other rules intended to protect the forest: campers were not allowed to cut live timber or cut trails through the forest; they were forbidden from bringing in "plant life of any nature or seeds for planting" without special permission from the Superintendent of Forestry; they were required to keep their lots clear of lantana and other noxious weeds.³⁰

Not Enough Happy Campers

While some Kauaians were no doubt pleased to finally have the Nā Pali-Kona Forest Reserve land available for public camps, not everyone was happy with the initial results. During the first year it appears that only twenty-eight of the forty-seven camp sites may have been leased, leaving nineteen lots empty for prospective campers.³¹

The foremost complaint about the Kōke'e Camps was that the lease costs were perceived as prohibitive for the average resident. A 1918 *Garden Island* editorial pointed out that Secretary of the Interior Lane had wisely observed that the wealthy in Hawaii already had suitable mountain and lowland homes. The writer agreed with Lane's

declaration that those of modest means should have a fair chance to lease a camp site. The editorial pointed out that Kōke'e leases were not suitable for those of modest means, although it did not define "moderate means." First, \$25 dollars a year for "absolutely unimproved waste land fifteen or twenty miles from anywhere" was not considered a nominal cost, which was what the Division of Forestry had promised. Another major problem was that lessees were forced to put \$100 worth of improvements on land that they might occupy for only five years as the leases were not automatically renewable. The lessees also had to furnish a \$500 bond, which was considered an extraordinary amount of money. One camper complained that the lease conditions were "shameful and outrageous." The editorial concluded that the government was exploiting the man of moderate means. "We are almost ready to wish ourselves," the writer continued, "back under the monopolistic but fairly generous control of the private lessee [Knudsen]."³²

The Chamber of Commerce led the crusade for reduced camping fees. The organization was disappointed that it had worked to assure that local residents had reasonable access to Kaua'i's uplands. Rather than achieve reasonable access, chamber members believed that the leases were so overpriced that only the well-to-do could enjoy Kōke'e, which left out local families. They felt that a \$2.50 to \$5.00 per acre rental, rather than the set price of \$25 an acre, would be fair. They also charged that the \$500 bond was "a humiliating and unnecessary annoyance" and asked the government to review its policies. Eric Knudsen also complained that the lease rents were too high. He noted that his family had occupied their summer camp for sixty years. "In all that time," he added, "we never realized how exceedingly 'valuable' that country was." He reported that his rent for the entire upland area had been \$100 annually, which he considered to be more than the land was worth.³³ Again,

²⁹ "List of Holders of Permits in the Kokee Region within the Na Pali-Kona Forest Reserve, Kauai, Board of Agriculture and Forestry," n.d., circa 1917-1918, AH.

³⁰ "Kokee Camps," *The Hawaiian Forester and Agriculturist*, vol. XV no. 8 (1918): 262-264, AH.

³¹ "List of Holders of Permits in the Kokee Region within the Na Pali-Kona Forest Reserve, Kauai, Board of Agriculture and Forestry," n.d., circa 1917-1918, AH; *The Hawaiian Forester and Agriculturist*, vol. XXII no. 2 (1926): 13, AH.

³² "Prohibitive Rental of Kokee Camping Sites," *The Garden Island*, 24 Sept. 1918.

³³ J. M. Lygate, letter from Kauai Chamber of Commerce to the Board of Commissioners of Agriculture and Forestry, 18 Oct. 1918, AH; "Kokee Summer Camps," *The Garden Island*, 22 Oct. 1918.

neither the newspaper nor the Chamber of Commerce defined who was of "moderate means."

The Chamber of Commerce's outcry against the excessive Kōke'e rents continued until the end of 1918. In January 1919 the BCAF announced that the annual fee would be reduced from \$25 to \$10 an acre, and the \$500 bond would no longer be required. The Division of Forestry refused to give lessees the right of renewal, but to encourage campers to make improvements, the terms of the leases were extended from five to ten years.³⁴

Pu'u ka Pele Forest Reserve

The next challenge for the Division of Forestry, which was still under Judd's leadership, was to decide how to incorporate the Pu'u ka Pele area into the forest reserve after the Knudsen lease to that parcel expired in 1920. As previously mentioned, Judd's primary interest was that an area of land along the edge of Waimea Canyon would be protected for future generations.³⁵

The Chamber of Commerce was also interested in the future of the Pu'u ka Pele lands and wanted more camping areas set aside for people who might prefer a site further *makai* than Kōke'e. The chamber pointed out that the Pu'u ka Pele area was a lovely mountain setting, with spectacular views of Ni'ihau, and close to the grandeur of Waimea Canyon. Some chamber members asserted that Kōke'e was no place for summer camping, but Pu'u ka Pele was ideal as it had a cool invigorating climate, but less rain than Kōke'e. Pu'u ka Pele had the additional benefit of being only twelve miles from the main road.³⁶

Judd's work of protecting the forest was not completed. In October 1918, he made his case for adding 4,900 acres of land at Pu'u ka Pele to Nā Pali-Kona Forest Reserve. Judd noted that the area consisted of the deep canyon country of upper Waimea Canyon and an upland plateau running from Pu'u ka Pele Ridge. He reported that the upland plateau had been fenced since 1898 so that the koa forest had regenerated. This forest was similar to land in the adjacent forest reserve, thus it also deserved protection. Judd opined that land along the Pu'u ka Pele Ridge was suitable for camp sites because the area was naturally protected by inaccessible valleys and cliffs, and on the south, the Knudsens' fence. The remaining portion of the land Judd recommended for inclusion into the forest reserve featured the most scenic parts of the Waimea Canyon, including the Waiahulu and Po'omau Stream valleys. Judd described the scene:

"Canyon walls rise precipitately in many cases for several hundred feet sheer, while in the remainder of the two thousand or more feet to the top of the ridges the cliffs are hardly less steep. In many places the steep side ridges are sharply cut by erosion into pinnacles and castellated outposts, which with the distant waterfalls, and the variety of brilliant hues furnished by outcropping strata, the red volcanic soil, and the green vegetation make the section one of the very great scenic interest[s]. It is eminently fitting that such an area be retained permanently under the control by the Territory and its delights made available to the public."³⁷

Judd urged the BCAF to establish the Pu'u ka Pele Forest Reserve, noting that government control of the land was important in order to control the wild goat population that damaged the canyon walls. The Pu'u ka Pele Forest Reserve was proclaimed by Governor C. J. McCarthy on December 31, 1918. The forest reserve encompassed

³⁴ "Na-Pali-Kona Summer Camps," *The Garden Island*, 24 Dec. 1918; "Forestry [sic] Board Grants Requests," *The Garden Island*, 28 Jan. 1919; C. S. Judd, letter to Kauai Chamber of Commerce, 21 Jan. 1919, AH.

³⁵ "Division of Forestry Report to the Board of Commissioners of Agriculture and Forestry," 21 Sept. 1917, 1-3, AH.
³⁶ "Na-Pali-Kona Summer Camps," *The Garden Island*, 24 Dec. 1918; "As to Kokee," *The Garden Island*, 22 Oct. 1918.

³⁷ C. S. Judd, "Division of Forestry Report to the Board of Commissioners of Agriculture and Forestry," 16 Oct. 1918, 1-3, AH.

4,900 acres, including the most scenic part of Waimea Canyon and a large area of upland plateau that featured a regenerating koa forest.³⁸ The BCAF planned to fence the reserve and remove wild goats.

Establishing a County Park at Pu'u ka Pele

The local community, led by the Chamber of Commerce and the Kaua'i Planters' Association, spearheaded the drive to establish a county park and additional camp sites at Pu'u ka Pele. It is not clear exactly why these local organizations wanted another camp area when Kōke'e was not fully leased. They did note that Pu'u ka Pele was drier and closer to the main road. Kauaians may have disliked the territorial government's control of the Kōke'e Camps or continued to believe that those sites were too expensive. In the end, it was clear that the Chamber of Commerce, the Kaua'i Planters' Association, and the Kaua'i County Board of Supervisors unanimously agreed that the people of Kaua'i needed a mountain camp that was operated by their own Kaua'i government.

The Chamber of Commerce "camp site committee" worked to establish summer camp sites at Pu'u ka Pele. Even though the Pu'u ka Pele Forest Reserve was proclaimed in 1918, the Knudsen Brothers maintained control of the property until their lease expired in 1920. The chamber committee met with Augustus Knudsen in early 1919, who agreed to lease ten acres for camp sites. The Chamber of Commerce hoped that when the land reverted to the territory, the government would extend Knudsen's generous conditions. The site selected was at an altitude of 3,435 feet, about two miles from Halemanu on the edge of Waimea Canyon. The chamber favored the site because it was closer to the main road and provided quick (about three hours) access from Lih'ue. The chamber hoped the area would be an ideal camping spot and also desired to someday provide transient accommodations.³⁹

The sugar plantations had played a role in Kōke'e's history since Knudsen began inviting his friends from the sugar companies to his camping parties. The plantations became involved once again when the Kaua'i Planters' Association (KPA) enthusiastically endorsed the Chamber of Commerce's proposed Pu'u ka Pele summer camp.

Speaking to that group, E. H. W. Broadbent, who apparently belonged to both organizations, emphasized that every plantation on the island would take advantage of the new camp. He believed that the Pu'u ka Pele location was a "perfect bonanza" for plantation employees who might otherwise travel to the mainland for rest and relaxation. It was easily accessible and would provide a good family vacation at a nominal price. He predicted that after a few weeks at Pu'u ka Pele, "plantation men" would return to work as "new" men. The Planters' Association appointed its own committee to work with the chamber's committee.⁴⁰ In an era when most Hawaii residents never had an opportunity to travel to the mainland, Broadbent's statement makes it apparent that the proposed Pu'u ka Pele camp sites, while providing more lots for Kaua'i families, still would not be within the means of the majority of island residents.

The joint committee's major objective was to secure the land beyond the expiration of Knudsen's lease in 1920. Without an option from the Forestry Division, the groups were hesitant to facilitate any permanent development. To address this problem, a special committee was organized to speak to the Knudsens about relinquishing their rights to the land a year and a half prior to the 1920 lease termination. The Knudsens supported the joint committee's efforts to provide public access to the forest and agreed to the early termination of a portion of their lease.⁴¹

The Chamber of Commerce and Planters' Association then took their plan to the Kaua'i County Board of Supervisors. J. H. Moragne, who had chaired the original chamber committee on the Kōke'e Camps and was still the county engineer, pitched the program to the

³⁸ BCAF Report, Biennium Period Ended December 31, 1918, 22, 24, 29, AH.

³⁹ "Kaana Chosen for Camp Site," *The Garden Island*, 11 Feb. 1919.

⁴⁰ "Summer Camp Finds Favor," *The Garden Island*, 18 Feb. 1919.

⁴¹ "Summer Camp Finds Favor," *The Garden Island*, 18 Feb. 1919; "Minutes of Supervisor's Meeting," *The Garden Island*, 11 March 1919.

Supervisors in terms of a plan to transform the area into a county park. The joint committee's original ten-acre camp site became a proposed Pu'u ka Pele County Park that would consist of 200 to 300 acres of land released from the forest reserve. The Supervisors approved of the joint committee's plan and authorized Moragne to go to Honolulu to present the matter to the legislature, governor, and the BCAF, in hopes that those agencies would work with the county and grant the use of forest reserve land. Moragne's chief goal was to secure title to the land for a county park. In respect to the county park proposal, the Board of Supervisors also committed the county to improving the road to Kōke'e.⁴²

Moragne went to Honolulu to present his survey of the 416 acres to be withdrawn from the forest reserve for use as a county park. The BCAF approved Moragne's proposal and in 1919, Governor McCarthy signed a proclamation withdrawing the acreage along the edge of Waimea Canyon from the forest reserve and turning it over to the County of Kauai for development as a county park and camp area. The BCAF announced that it would be open to campers the following summer.⁴³ County records referred to the new camp sites as the "Pu'u ka Pele Lots."

In June 1919, *The Garden Island* reported on the popularity of the Pu'u ka Pele region for summer outings, thanks to the road improvements completed by the county. The paper related that numerous local families were making the drive from Līhu'e to Pu'u ka Pele in an easy two-and-a-half hours. Families were enthusiastically praising the wonderful scenery and invigorating climate. One of the favorite midsummer activities was to pick thimbleberries, which grew in abundant supply. On one Sunday, twelve "machines' loaded with pleasure seekers made the trip" to Pu'u ka Pele, which apparently was considered an astonishing number of visitors. In addition, the paper reported that some people were still making the trip the old-

fashioned way, by horse. The newspaper took advantage of the newfound popularity of Pu'u ka Pele to reiterate the great need for the county's proposed summer camps, which by 1919 had not yet been established, despite the BCAF's earlier promise.⁴⁴

The sugar plantations not only served as advocates for the creation of forest reserves and camp lots, the companies continued to be involved by leasing lots and building cabins that could be used by plantation owners, managers, and employees. Over the decades, Grove Farm Company, Kekaha Sugar Company, and Līhu'e Plantation Company had cabins at Kōke'e. Employees from various Kauai sugar plantations also built summer homes for themselves. One area at Kōke'e apparently had so many campers and cabins associated with the Hawaiian Sugar Company in Makaweli that it became known as "Makaweli Flats," a name that was still being used in 2006.⁴⁵ Many of the camp site lessees continued to be from prominent Kauai families who owed much of their wealth and social standing to the sugar industry.

While the county worked to achieve the Pu'u ka Pele Park and camps, the Kōke'e Camps were still not fully leased. Thirty-seven ten-year permits had been leased through the end of 1920; however, seven leases were cancelled for non-payment of rent. On January 1, 1921, thirty lots of forty-seven were being leased at Kōke'e and Halemanu. Only ten camp sites had been "substantially improved."⁴⁶ One of the substantial 1920 improvements must have been the completion of C. A. Rice's new mountain house, where Mrs. Rice gave a delightful tea in August. Her guests, in addition to the "Misses Rice," were Mrs. Eric Knudsen, Mrs. Frank Putman, Miss Hatch, and Miss Passmore.⁴⁷ Over the years, the Rice family

⁴⁴ "Summer Camp Site is Popular," *The Garden Island*, 17 June 1919.

⁴⁵ "Makaweli Flat" area is the cluster of lots, TMK 1-4-4-01 through 1-4-04-10.

⁴⁶ BCAF Report, Biennium Period Ended December 31, 1920, 43, AH.

⁴⁷ "Kokee Notes," *The Garden Island*, 3 Aug. 1920.

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became so well-established at the Kōke'e Camps that the lots they occupied became known as "Rice Flat."

No records were found to indicate when the Pu'u ka Pele Lots were ready for lease and development. If property tax records are accurate, some lots were laid out and houses built by about 1923-1925, with many more constructed during the 1930s. Kaua'i County installed a water system at "considerable expense" to supply campers. The new county park and camp sites must have been a success. In 1922 the Kaua'i County Board of Supervisors petitioned the BCAF for an additional 230 acres of forest reserve land for Pu'u ka Pele Park and more camp sites. The request was approved by the governor in January 1923.⁴⁸

Over the course of several decades, it became apparent that the county administration did not understand the territory's dual goals of protecting the forest and providing public access to natural areas. Colin G. Lennox, President of the BCAF, noted problems in Pu'u ka Pele County Park. First, he reprimanded the county for allowing campers to destroy forest cover and cut down trees to build their summer homes. In addition, Lennox was disturbed to learn that the land between the public road and the canyon rim was leased for private camp sites. He wanted this land to be reserved as a public park rather than private camp lots, which was in line with Judd's desire to protect the canyon area and reserve it for public use. In 1947 Lennox asked the county to not to issue more permits for the canyon rim lots and to cancel permits for lots that did not have occupied homes. When the BCAF inspected Pu'u ka Pele Park in 1949 Lennox discovered that his request had been ignored. Rather than canceling permits, the county had issued three new camping permits.⁴⁹ Within a few weeks, the county revoked the permits in question.⁵⁰ In 1955 the lots between the road and canyon were

transferred from county jurisdiction back to the territorial BCAF.⁵¹ The leases for the remaining camp lots on the canyon rim were not revoked, however, until the expiration of leases in 1985.

Kaua'i county records indicate that Pu'u ka Pele County Park was popular and successful. In 1948 sixty-three "lot owners" leased camp sites at the Pu'u ka Pele Lots. The annual rental was \$10 per lot, with each lot no larger than one acre. Permits for camp lots were ten years in duration.⁵² By 1956 the county reported that seventy-four lots were leased; the terms and price of the leases had not changed.⁵³

Kōke'e Activities

As early as 1919 the Gomez Garage made regular trips up to Waimea Canyon, taking people as well as "light and heavy hauling."

The garage also rented self-drive Ford automobiles for those who preferred to travel independently.⁵⁴ At least forty people, including six groups of tourists, visited the area during one week in 1921. As the Kōke'e area became more accessible, activities were developed and expanded for Kōke'e campers, Kaua'i residents, and visitors.

Trout fishing began as early as 1921 and was a popular annual activity during the summer months. In 1940 the territorial government received 25,520 trout eggs for Kōke'e streams from the U.S. Bureau of Fisheries. Kaua'i's fish and game warden released

⁵¹ Colin G. Lennox, letter to William Ellis, Kauai Board of Supervisors, 3 Aug. 1949; Office of County Auditor, Report to the Chairman and Board of Supervisors, 20 May 1957, 2; Kauai County Clerk.

⁵² Office of County Auditor, Report to the Chairman and Board of Supervisors, 16 Mar. 1948, 2, Kauai County Clerk.

⁵³ Office of County Auditor, Report to the Chairman and Board of Supervisors, 24 May 1956, 3, Kauai County Clerk.

⁵⁴ Gomez Garage advertisement in *The Garden Island*, 25 Nov. 1919.

⁴⁸ "Puukapele and Na Pali-Kona Forest Reserves--Revised," *The Hawaiian Forester and Agriculturalist*, vol. XX (1923): 9-10, AH.

⁴⁹ Colin G. Lennox, letters to William Ellis, Kauai Board of Supervisors, 19 Feb. 1947 and 3 Aug. 1949, Kauai County Clerk.

⁵⁰ County Clerk, County of Kauai, letter to Collin G. Lennox, 22 Aug. 1949, Kauai County Clerk.

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250 jungle fowl for hunters' pleasure in 1939. Goat and pig hunting continued to be popular pastimes.⁵⁵

Kōkē'e was a beehive of activity during the 1930s, when the U.S. government built a Civilian Conservation Corps (CCC) camp near Kanaloahuluhulu. CCC boys completed a number of conservation activities, among them assisting the Territory of Hawai'i with reforestation projects, which had been one of the original goals in establishing forest reserves. CCC boys gathered tree seeds, which were then spread by "air planting" using Army planes. With the CCC's assistance, the territory attempted to reforest the eroded cliffs of Pu'u ka Pele with haole koa, silver wattle, koa, and ironwood. The Division of Forestry had spread various other seeds over the years, including eucalyptus, Java plum, and the New Zealand karaka.⁵⁶

One of the more well-known trees to be established at Kōkē'e was the Methley plum. According to cabin owner/camper Kathryn Hulme, the Methley plum was brought from South Africa to Hawai'i by Dr. Lyons of the Hawaiian Sugar Planters Association. L. W. Bryan of the Division of Forestry sent cuttings to foresters on Kaua'i about 1930. Kaua'i forester A. J. MacDonald then began planting them along Kōkē'e's trails and roads, getting help from the CCC boys after 1935. The plum-planting project reportedly set out an estimated 18,000 trees in the Kōkē'e area. Plum trees also became a favorite landscaping item for many cabin owners.⁵⁷

The successful establishment of plum trees eventually resulted in one of Kōkē'e's favorite activities, plum picking. A 1953 government report estimated that 9,000 people visited Kōkē'e to pick plums and

carried out approximately seventy tons of fruit. At some point, plum picking became such a popular activity that the government implemented a 'plum season' each year, which restricted plum picking to a specified dates and decreed strict limits on the amount of fruit each person could harvest from government land.⁵⁸

Gardening was another popular pastime at Kōkē'e. It is uncertain when the government began supplying water to the Kōkē'e Camps, although a water system was provided by the County of Kaua'i to the Pu'u ka Pele Lots in the 1920s. Prior to the development of a water delivery system, gardening was usually done adjacent to streams where roses, pansies, dahlias, and other flowering ornamentals could thrive, even during the dry summer months. Larger yard areas with scattered trees were often left untended so that these areas maintained a naturalistic "wild woods" appearance. Hydrangeas were frequently planted alongside the cabins as roof runoff would keep them watered and growing. Picnicking in these various lot areas was popular.⁵⁹

Although the earliest leases for the Kōkē'e Camps forbid campers to import alien plants without the consent of the territorial forester, there is some indication that the Territorial Division of Forestry instead encouraged campers to help with reforestation. Supervising and approving campers' planting activities would probably have been an impossible task. Contemporary accounts report that campers were "expected" to plant fifty trees on their property, and evidence shows that campers most likely planted as they pleased. A fine example would be the blackberry, which subsequently spread throughout the Kōkē'e area. Charles Rice reportedly complained to Forester Charles Judd that the plant was rapidly spreading in the forest, but the Division of Forestry refused to eradicate the pest. Over the years, blackberries as well as other alien species planted by campers became invasive pests throughout the Kōkē'e forest.⁶⁰

⁵⁵ "Trout," *The Garden Island*, 5 July 1921; "Trout Eggs to be Hatched at Kokee," *The Garden Island*, 30 April 1940; *BCAF Report, Biennium Period Ended December 31, 1940, 44, AH*; "Jungle Fowl Are Released in the Kokee Section," *The Garden Island*, 26 Sept. 1939; J. M. Lygate, "Growing Popularity of Puu-ka-Pele [sic] Park," *The Garden Island*, 12 April 1921.

⁵⁶ "Registration [sic] Program to Continue," *The Garden Island*, 5 Oct. 1939.

⁵⁷ Kathryn Hulme, "Plum Crazy," *Honolulu*, Nov. 1969, 82-83, 146.

⁵⁸ Kathryn Hulme, "Plum Crazy," *Honolulu*, Nov. 1969, 82-83, 146; *BCAF Report, Biennium Period Ended June 30, 1953, 77, AH*.

⁵⁹ John H. R. Plews, E-mail to Dawn Duensing, 1 Nov. 2002.

⁶⁰ John H. R. Plews letter to Dawn Duensing, 20 June 2003.

During World War II and martial law, access to the Kōke'e Camps and Pu'u ka Pele Lots was strictly limited by the U.S. military, which occupied and extensively used the Kōke'e area. Trails were closed for the duration of the war, and few campers were allowed access to their cabins. William P. Alexander, who had a cabin at Pu'u ka Pele, reported that visiting his mountain home was a problem due to gas rationing. He was one of the few lucky campers, however, as he received a special pass from the military that allowed him to visit his cabin in February 1942. Alexander's cabin log book noted that civilians were allowed to visit their mountain cabins for Independence Day in 1942; however, they needed a pass from Kaua'i's provost marshal and were required to strictly observe speed limits. In October that year the military issued Alexander a pass that was "good until revoked," which apparently allowed him to go to his cabin as he pleased.⁶¹ Many Kōke'e and Pu'u ka Pele campers apparently had no such privileges.

Despite the restrictions imposed on the Kōke'e area during the war, several benefits came as a result of the military occupation. One of the more important advancements was an improved all-weather road to Kōke'e that extended to the Kalalau Lookout. Scenic spots and mountain activities became more easily accessible to the general public. The improved road influenced the BCAF's postwar program, which was to make additional improvements that would transform the Kōke'e area into a "playground to be enjoyed by many."⁶² Cabin owner/camper John Plews also noted that surplus Jeeps available after the war made it possible for campers to use their cabins on a year-round basis. Prior to the improved road and introduction of the all-purpose jeep, campers only used their mountain cabins during the summer. Plews reminisced that campers generally closed their cabins for the winter about September of each year when the steep road to Kōke'e often became muddy and impassable. Prior to the introduction of the jeep, they could only return to their cabins after the winter rainy season had ended.⁶³

After the war, the improved road as well as the enactment of a territorial park system made Kōke'e more available to the average Kaua'i citizen. The Territorial Legislature authorized the Division of Territorial Parks with Act No. 185 in 1949, although it did not provide funding for the new park system until 1956. As a result, recreation-related work continued under the Division of Forestry and BCAF.⁶⁴ Kōke'e Park was declared the territory's first park; Waimea Canyon Park the second. The BCAF's annual report boasted that Kōke'e Park had been extensively developed since 1944 with new picnic grounds, rental cottages for short-term visitors, and camping accommodations for hunters and vacationers at the former CCC buildings. A scenic lookout had been established at Kalalau, and some forty-five miles of "excellent graded trails" were available. The report also noted that trout fishing continued to be popular. The BCAF boasted that Kōke'e Park was not only unique, but the finest upland recreation area in the Territory of Hawaii.⁶⁵ A Kōke'e museum and a store/refreshment stand were established in 1953.

Over the years, various associations obtained leases to lots in the Pu'u ka Pele and Kōke'e Camps, which provided additional recreational opportunities for Kaua'i families. Organizations that obtained leases included the YMCA, Seventh-Day Adventists, United Church of Christ, Boy Scouts, Hawaiian Methodist Union, and the Honpa Hongwanji Mission of Hawaii. The YMCA had organized camps for local youth since at least 1928.⁶⁶

Water Tank Lots

The Garden Island announced in 1951 that twenty-seven new camp sites were available for lease at Kōke'e. Although the newspaper did not specify where the lots were located, these new camp sites were most likely what came to be known as the "Water Tank Lots." The Water Tank Lots were located adjacent to the original Kōke'e

⁶¹ W. P. Alexander, Cabin Log Book, 1 Feb. 1942; 4 July 1942; 16 Oct. 1942, Private Collection.

⁶² BCAF Report, Biennium Period Ended June 30, 1946, 70, AH.

⁶³ John H. R. Plews, conversation with author, 11 Nov. 2002.

⁶⁴ BCAF Report, Biennium Period Ended June 30, 1954, 77, AH; BCAF Report, Fiscal Year July 1, 1956 - June 30, 1957, 109, AH.

⁶⁵ BCAF Report, Biennium Period Ended June 30, 1952, 91, AH.

⁶⁶ "Y.M.C.A. First Junior Camp Is Pronounced Huge Success: Kids Have Time of Their Lives," *The Garden Island*, 24 July 1928.

Camps. According to the newspaper, this was the first time that the public was offered an opportunity for a block of Kōkē'e camp sites since before World War II.⁶⁷

The BCAF accepted applications for the new lots with a \$20 deposit and allowed prospective lessees to choose up to four lots. The new lots were all less than one acre in size, with the rental prices between \$20 and \$30 dollars annually. The camping permits required that lessees build a summer home within eighteen months. The BCAF emphasized that it retained the right to approve all building design. As such, the BCAF required that all new summer homes meet the minimum specifications established by the board, which were intended to ensure that all buildings maintained a "rustic atmosphere" that "blended" with the landscape.⁶⁸ No records were located that explained the BCAF's specifications. Despite the requirement for "rustic" architecture, most buildings were built in the more modern plantation style that was common in Hawai'i.

The month following *The Garden Island's* announcement about the new lots at Kōkē'e, the BCAF reported that only eighteen applications had been filed for the twenty-five (not twenty-seven as previously stated) camp sites. Permits were awarded to eight Honolulu residents and ten Kauai'i residents. A drawing for the lots was held because there was more than one application for one particular lot. The BCAF announced that the remaining lots were available, presumably on a first-come, first-served basis. When the Water Tank Lots were opened, the Kōkē'e Camps had sixty-eight permit holders. The existing permits were revoked and reissued in order to be consistent with the new Water Tank permits. The major change was an increase in rental fees, which rose from \$10 annually to the \$20 to \$30 assessment being charged for the new lots.⁶⁹

Recreational Residences Since Statehood

After Hawai'i became a state in 1959, a state park system was created and jurisdiction over the Kōkē'e Camps was transferred to the Department of Land and Natural Resources (DLNR). In 1965 the County of Kauai transferred its administration of the Pu'u ka Pele Lots to the DLNR. At that time, seventy-nine Pu'u ka Pele county permits were valid.⁷⁰

Major changes came in the 1980s when all the camp leases expired. In 1984 the State Attorney General issued an opinion that all 121 leases for the Kōkē'e area camp sites had to be awarded by means of a competitive bidding process when the leases expired at the end of 1985.⁷¹ Kōkē'e lessees were alarmed and feared losing their cabins in a competitive auction. According to newspaper accounts, some complained that the state had decided to auction the leases in order to enhance state revenue through higher lease amounts. State officials denied the charge, noting that the competitive auction was proper in order to give all Hawai'i residents a fair chance at obtaining a lease at Kōkē'e. The Board of Land and Natural Resources (BLNR) did consider other options, including the possibility of holding a drawing. The BLNR also noted that it did not have to renew leases at all, but instead could allow the land to revert to general public use and have the buildings removed upon expiration of the leases.⁷² In January 1985, the BLNR officially approved the plan for a public auction of 111 Kōkē'e leases. Ten of the camp sites were excluded from the upcoming auction so that the land could be used for "park improvement purposes."⁷³ The ten camp sites were the lots adjacent

⁶⁷ Kunji Omoni, letter to Hartwell K. Blake, County of Kauai Board of Supervisors, 20 July 1965, Kauai County Clerk.

⁷¹ Stirling Morita, "New Bids Needed on Kokee Leases," *Honolulu Star-Bulletin*, 24 August 1984.

⁷² Lester Chang, "Longtime Residents in State Park Fret Over Lease Policy," *Honolulu Star-Bulletin*, 8 October 1984; Lester Chang, "Lessees at Kokee Hoping to Retain Vacation Cabins, *Honolulu Star-Bulletin*, 8 October 1984.

⁷³ Lester Chang, "Land Board OKs Kokee Cabin Site Auction," *Honolulu Star-Bulletin*, 25 January 1985.

to Waimea Canyon that Colin Lennox had wanted for public park purposes in the 1950s.

Over the course of the following months, the 120-member Kōke'e Leaseholders Association, which was organized in 1981, fought to retain their leases. The association disagreed with the attorney general's opinion that the leases had to be issued by means of a competitive bidding process. They argued that state law gave DNLR the power to directly negotiate with the current leaseholders. Leaseholder Wayne Sakai, a Honolulu attorney, represented eighty-four leaseholders and filed a court motion to stop the auction. In June 1985, Kaua'i Circuit Judge Kei Hirano denied the motion to postpone the auction. He disagreed with Sakai's assertion that leaseholders should have the first rights to leases on the basis that they had held the leases for numerous years and made expensive improvements to the property. Hirano sympathized with the leaseholders, but refused to overturn a decision made by a state agency.⁷⁵

The aftermath of the 1985 auction drastically altered the architectural landscape at Kōke'e. Fifty leaseholders lost their recreational leases. Since former leaseholders owned the buildings on their lots, they could sell them to the new leaseholders or remove them from the camp lots. Valdemar Knudsen III lost his bid on property held by his family for four generations. Knudsen dismantled and moved his structure, which was Kōke'e's oldest cabin, to Kōloa rather than sell it for a low price to the new lessee. Forty leaseholders were unable to negotiate acceptable prices for their cabins from the new leaseholders and sold their property for as little as \$3,000. Some were unable to find satisfactory solutions, and either moved or demolished their cabins. One leaseholder demolished his house when he learned that the lumber was worth more than the price the

new lessee had offered.⁷⁶ All of the cabins located on the rim of Waimea Canyon were removed as a result of those leases being eliminated from the state parks.

The twenty-year leases awarded in 1985 began in January 1986, and were extended through the end of 2007. In 2005, the DNLR Division of State Parks designated the Kōke'e Camps and Pu'u ka Pele Lots as a historic district in recognition of the high number of recreational residences that maintained historic integrity. As this report was being written, the DNLR was in the process of preparing for a lease auction to be held in October 2006.

SIGNIFICANCE

The recreational residences of the Kōke'e Camps and Pu'u ka Pele Lots on Kaua'i played a unique role in Hawaii's recreational and conservation history. The idea of summer homes in upland areas for residents wanting to escape hot coastal climates was not new in Hawaii. Summer homes had been built in other high-elevation locales, including Olinda on Maui, Volcano on Hawai'i, and Tantalus on O'ahu. The Kōke'e Camps and Pu'u ka Pele Lots differed from other islands' summer regions as these tracts were formally planned and were built within publicly owned forest reserves. The camps, which were modeled after recreational residences built in the U.S. National Forests, were significant as they were a contemporary and local expression of a national trend. Finally, the Kōke'e tracts were also important for their association with the 1903 establishment of the forest reserve system in Hawaii, and the idea that public lands could be used not only for conservation, but also for recreation.

Although Valdemar Knudsen's grass house and summer house are long gone, nearly 90 years after the Kōke'e Camps were created, 114 cabins remain. Approximately 75 of the structures are more than 50 years old and retain some historic integrity. The cabins'

⁷⁴ Lester Chang, "Lessees at Kokee Hoping to Retain Vacation Cabins, *Honolulu Star-Bulletin*, 8 October 1984; "Kokee Park Leases Are Up for Auction," *Honolulu Star-Bulletin*, 22 July 1985.

⁷⁵ "Judge refuses to halt auction of Kokee leases," *Honolulu Advertiser*, 29 June 1985; "Kokee Lots Auction Won't Be Postponed," *Honolulu Star-Bulletin*, 28 June 1985.

⁷⁶ Ryan and Chang, "Emotions Run High at Bidding for Kokee Leases," *Honolulu Star-Bulletin*, 24 July 1985; Lester Chang, "Kokee Tenants Hurt, Angry at Loss of Mountain Retreat," *Honolulu Star-Bulletin*, 29 March 1986.

| CHAPTER 3 | Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots | HISTORY AND CHARACTER |
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historic character is evidenced in the unpainted vertical-board or board-and-batten walls, lava-rock chimneys, and 'ōhi'a porch railings. Wood-burning water heaters are still being used to heat water at some cabins. Most, if not all, of Makaweli Flats lessees still choose to live by the light of oil lamps rather than connect to the electric grid that has been available since the 1960s. The landscape of the rural mountain area also contributes to the overall character of the rustic cabins. Like the historic buildings and landscape, traditional recreational activities at Kōkē'e continue, including plum picking and trout-fishing, both of which draw crowds from all over Hawai'i. Although the modern era and its satellite dishes have arrived in Kōkē'e, the collection of vernacular rustic architecture remains to help illustrate the rich history of the only recreational residence tracts in Hawai'i.

DEVELOPMENT OF ARCHITECTURAL STYLES

During the earliest days of “camping” at Kōke'e, a variety of temporary and permanent camp structures were built. Valdemar Knudsen's earliest shelter at Halemanu was reportedly a Hawaiian-style thatched house. Even after the construction of Knudsen's cabin in 1868, a variety of temporary canvas shelters were built, including octagonal tents, “pup” tents, and gable-roofed tents, often using available tree branches to support the canvas walls. Earlier architectural styles continued to be utilized as well. A 1913 photograph showed a shelter with a Hawaiian thatched roof adjacent to Knudsen's tennis court.

(*insert Kauai Museum photos, thatched shelter at tennis court?*)

separate facilities. Showers were built in streams. One early photograph depicted a tent kitchen.

(*museum photo of tent kitchen?*)

In addition to the common vernacular elements of the era, certain “rustic” features developed that became uniquely associated with the Kōke'e Camps. Perhaps the most conspicuous rustic feature was porch railings fashioned of ūhi logs and branches. Another simple element was window openings that could be covered by an awning-style wood “flap” or shutter.



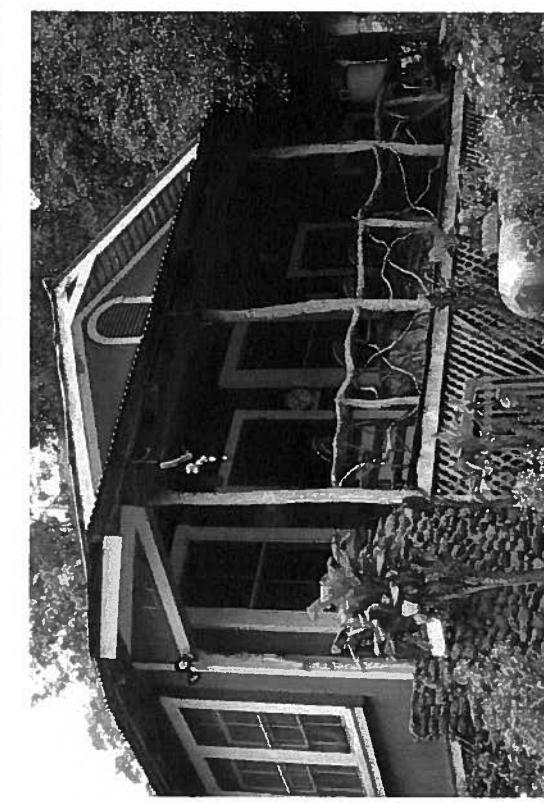
Early photographs also demonstrate that a vernacular style with “Kōke'e rustic” elements was well developed by 1900. Kōke'e buildings reflected the vernacular architecture common in late nineteenth-century Hawaii, featuring small, single-wall, board-and-batten structures with post-on-pier foundations and wood shingle-covered gable roofs. Cabins were unpainted, which added to the rustic character. Six-light wood-framed sliding windows were prevalent, but multiple-light single or double-hung windows were also used. Many of the earliest Kōke'e cabins were no more than shelters and sleeping quarters. Outhouses and often kitchens were



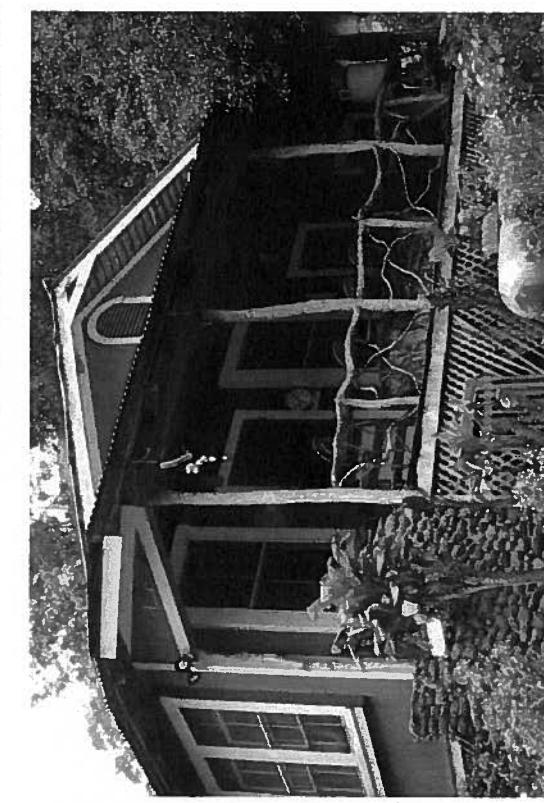
light, single or double-hung windows with a few six-light sliding windows. Porches reflected typical plantation-style details, for example, 2x4 'cross' patterned rails with 4x4 posts (photo, right). Attic vents were more decorative as well and not limited to a simple rectangular shape (phot, below).

Many post-on-pier foundations utilized the readily available rocks and logs rather than cut lumber and concrete. Fireplaces and chimneys constructed of native rock added to Kōke'e's rustic charm, even though these were not unique to the area.

By the mid 1920s, summer homes were still being constructed in a "rustic-vernacular" style, but some were now displaying "plantation-style" elements that had become common in Hawaii's plantation camps. These newer summer residences were "cottage-like" and usually larger than their earlier rustic predecessors, with several bedrooms, a parlor, kitchen, and bathroom. Cottages were still of single-wall construction, but some were built using tongue-and-groove vertical boards rather than board and batten. A noticeable difference from the earlier rustic cabin appearance was painted exterior walls. Many of the cottages featured hipped roofs and a combination of multiple-



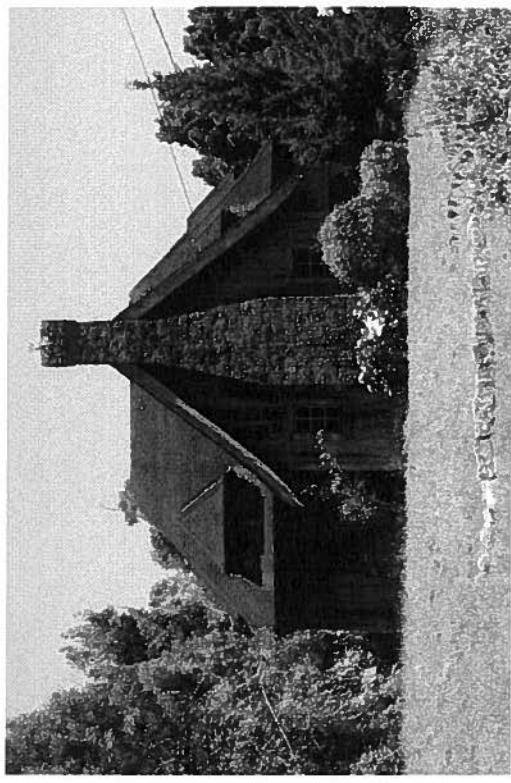
A few cabins built in the "plantation style" also featured Kōke'e rustic elements, such as ohia porch railings.



Although the Vernacular Plantation Style appeared in Kōkē'e about 1925, many cabins continued to be built in the Vernacular Rustic Style until the late 1950s. Generally, cabins and houses at Kōkē'e were vernacular in style and built using traditional materials and construction methods until the 1960s. In the 1980s, houses using modern materials, such as T-1-11 siding, aluminum-framed windows, and aluminum 'patio' doors, were constructed.

UNIQUE ARCHITECTURE AT KOKE'E

The Danford House (TMK 1-4-3-13), circa 1932, and the Hagino House (TMK 1-4-4-40), circa 1937, are exceptional for their architecture. Both houses are large in contrast to the small rustic cabins at Kōkē'e. These buildings are exceptional and unique historic resources that should not be replicated.



The Danford House at Halemanu Camp.



The Hagino House, Kōkē'e Camp Lots.

The Danford House was built in the Tudor style and is an example of outstanding architecture. It features fine architectural details such as a Hawaiian-style double-pitched roof with flared eaves¹, dormers, French doors with divided lights, and a rock chimney. The house has unusual single-hung windows. Interior highlights include an open-truss ceiling and a balcony/partial second floor of rooms. The Danford House was built by a notable Kauai family that had been camping at Kōkē'e as early as 1907 during Knudsen's tenure on the land. The architectural form of the Danford House is remarkably similar to the Caleb E. S. Burns Residence in Lihue, which was designed by well-known Hawai'i architect C. W. Dickey in 1933.²

The Hagino House was built in a more vernacular style, but like the Danford House, features fine architectural details and a grander style than the average Kōkē'e cabin. The Hagino House also has a Hawaiian-style double-pitched roof with flared eaves. It features large sliding windows on the front facade and a charming "Kōkē'e-style" rustic porch with 'ōhi'a railings.

¹ The "Hawaiian-style double-pitched roof" is modeled on the traditional thatched roof forms found in native Hawaiian architecture. Many buildings designed by early 20th-century architects, including Hart Wood and C.W. Dickey, featured double-pitched, usually hipped, roofs with flared eaves.

² See photograph in Robert Jay, *The Architecture of Charles W. Dickey, Hawaii and California*. (Honolulu: University of Hawaii Press), 1992, 152, 153.

ARCHITECTURAL CHARACTER

The Kōke'e and Waimea Canyon Recreational Residences Historic District is primarily characterized by two architectural styles: *Rustic Vernacular*, which dates from the late 1800s to circa 1960, and *Plantation Vernacular*, which appeared from approximately 1925 to 1960. Both architectural styles were based on vernacular building styles common in Hawai'i, with additional rustic features such as 'ōhia (or other tree) logs and branches that were fashioned into porch railings. Vernacular materials, such as coral stone and lava rock, were featured in fireplaces, chimneys and foundations.

Rustic Vernacular Style

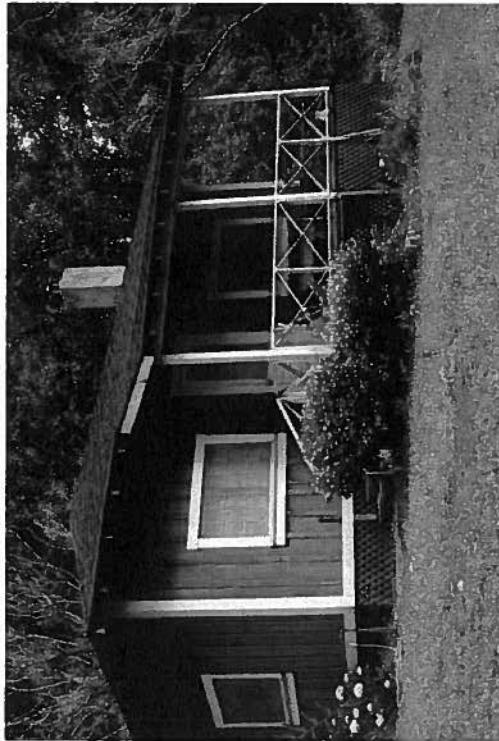
Dating to the late 1800s when Valdemar Knudsen built his cabin at Halemanu, this architectural style followed late nineteenth-century construction styles and methods typical in Hawai'i. "Camp cabins" at Kōke'e were primarily used as shelters from inclement weather; as such, structures were small buildings comprised of several rooms used interchangeably for living and sleeping quarters.



Typical "Rustic Vernacular" cabin; note the 'ōhia posts and railings.

Plantation Vernacular Style

Appearing circa 1925, this architectural style was similar to styles in Hawaii's plantation camps and consisted of small-scale cottage-type structures. These plantation-style cottages usually featured a front lanai, several bedrooms, a parlor, kitchen, and bathroom.



Typical "Plantation Vernacular" cabin.

Historic Character-Defining Features

The significant character-defining architectural features of Kōke'e cabins include:

Building Form, Height and Scale:

- Rectangular in form and typically small in scale.
- Small footprint (usually less than 1,000 square feet).
- One-story height.
- Kitchens, bathrooms, and toilets were sometimes separate facilities.

Roofs:

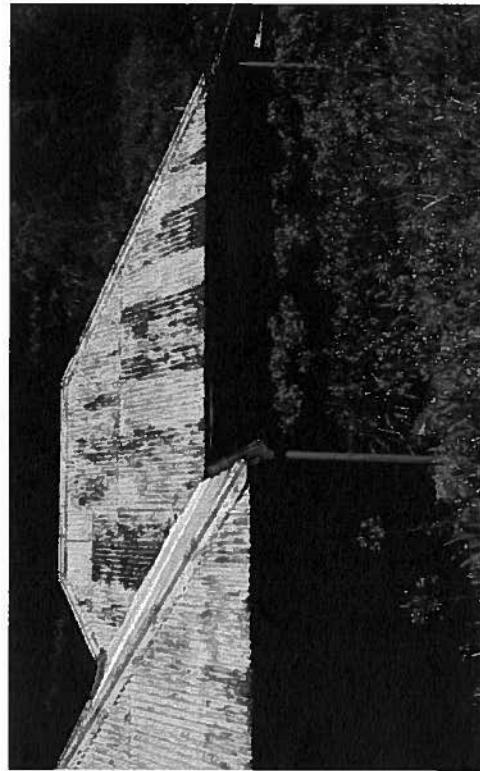
- Gable roofs, either front or side orientation, are the typical roof form on *Rustic Vernacular* cabins.
- Hipped roofs predominate the later *Plantation Vernacular* cabins.
- Shingles were sometimes used to clad the gabled end of a roof.
- Original roof materials were usually wood shingle, and were often covered with "totong" (corrugated iron) later. Composition shingle roofs were also used at a later date.
- Roof pitch between 30° – 45°.
- Short overhanging eaves with exposed rafters and board eave sheathing.
- No gutters or downspouts.
- Roofing finishes include red or green paint, and unpainted metal that was left to weather.



Shingled gable end.



'Totong' (corrugated metal) was often installed over the remains of the original wood-shake roofing and purlins.





Side gable roof.



Overhanging eaves and exposed rafter tails are character-defining features and shall be preserved.

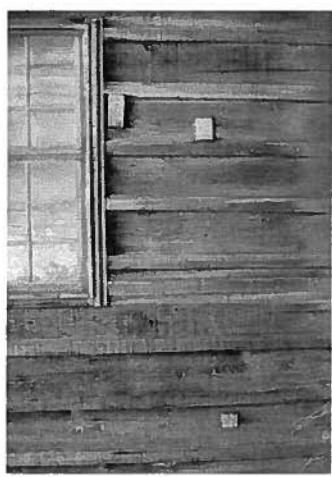


Side gable roof.



Exterior Walls and Finishes:

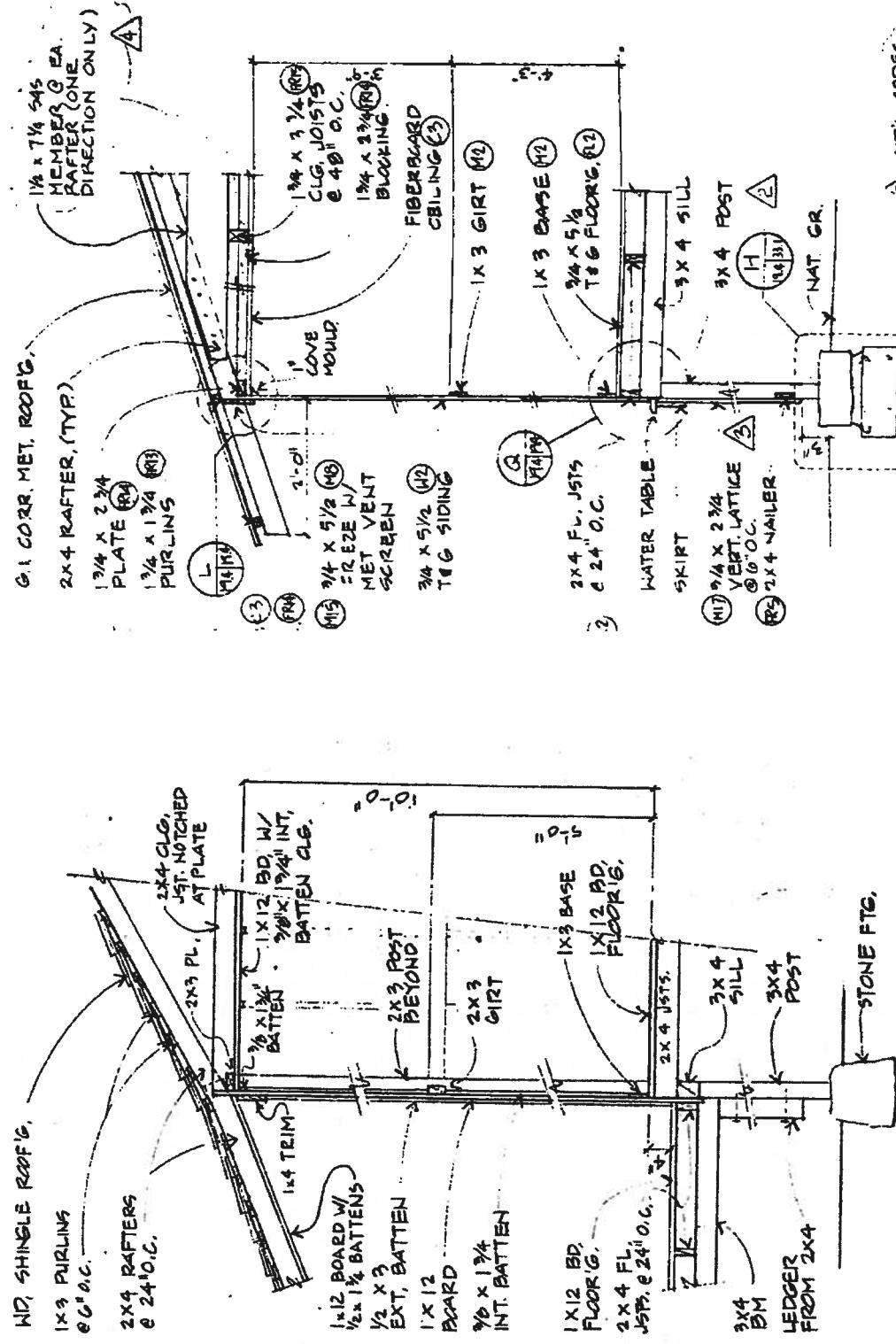
- Single wall construction with Douglas fir tongue-and-groove vertical boards or board-and-batten siding.
- Board-and-batten walls, typically constructed of 1x12 boards with 3-inch wide battens.
- Tongue and groove walls, typically 1x6 S4S. Some plantation style cabins feature corner boards, watercourses, and an interior girt (horizontal bracing) at mid-height.
- Rustic Vernacular cabins are unpainted and left to weather to a silvery gray.
- Plantation Vernacular cabins were usually painted, often in “plantation” reds and greens with contrasting trim.



CHAPTER 3

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pū'u ka Pee Camp Lots

HISTORY AND CHARACTER

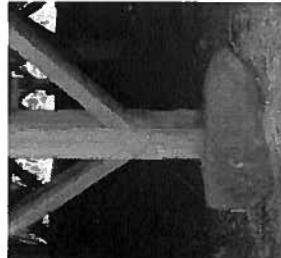
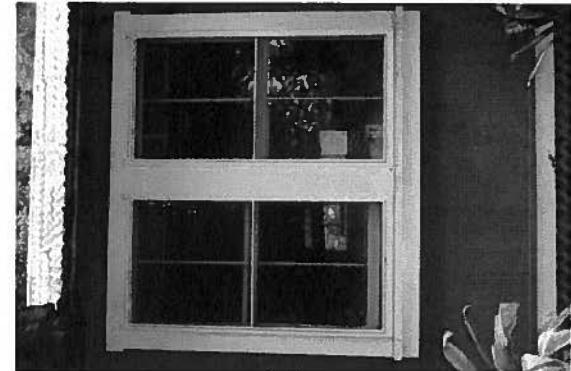
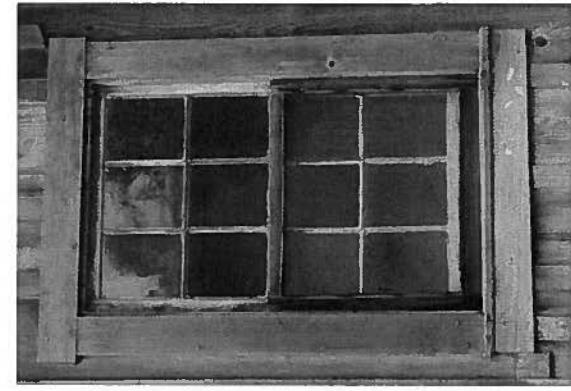


Architectural section through a Board and Batten Wall.

Architectural Section through Vertical Tongue & Groove Board Wall

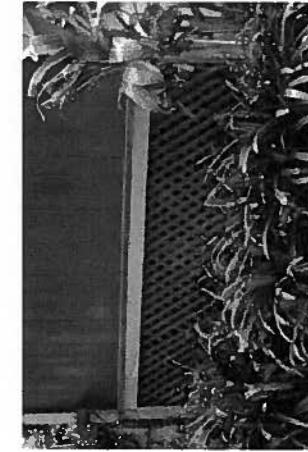
Foundations and Framing:

- Wood post-and-pier foundation with stone or concrete footings.
- *Rustic Vernacular* cabins utilize simple horizontal or vertical lath foundation skirts.
- *Plantation Vernacular* cabins feature more decorative lath or lattice skirts.

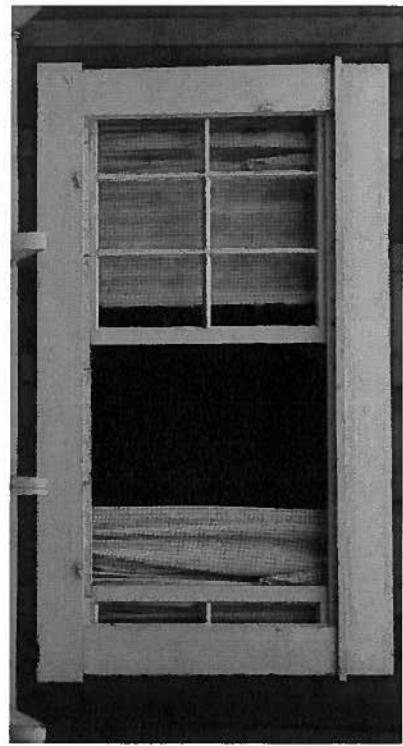
*Horizontal lath skirt.**Vertical lath skirt.**Stone footing.***Windows:**

- Windows, muntins, frames, sashes, and sills were constructed of wood.
- A variety of window types were used, however six-light, sliding sash windows and multiple-light, single or double-hung windows are the most prevalent.
- Window placement was typically symmetrical, although different types of windows were used, resulting in an asymmetrical pattern.
- Window sashes are putty glazed.

Diagonal lath skirt (above left); Horizontal lath skirt (left). One cabin features a unique skirt creatively done in the rustic style (above right).



Above, these wood-framed double or single-hung windows are typical. The windows were used alone, or in pairs, and other multiple combinations.



Six-light sash were typically used in sliding windows (above and left), although other muntin configurations are found (below).

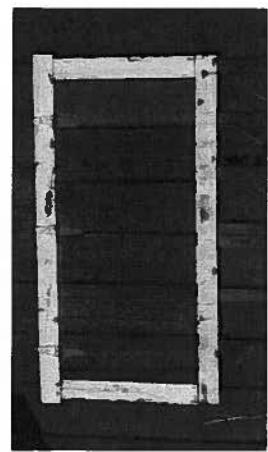


Attic Vents and Shutters

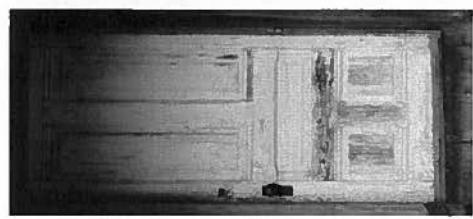
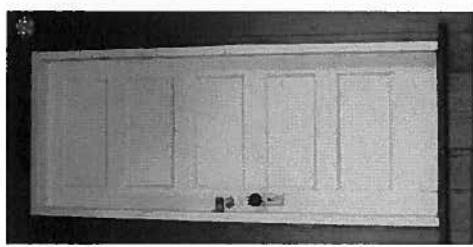
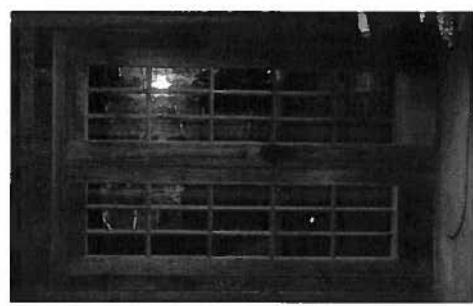
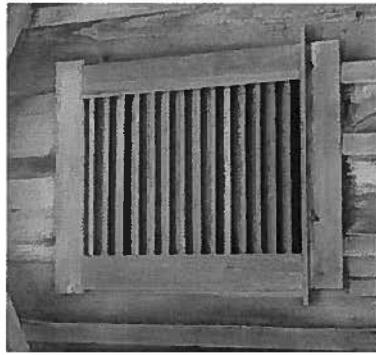
- Shutters were occasionally used to protect windows openings during the occupant's absences.



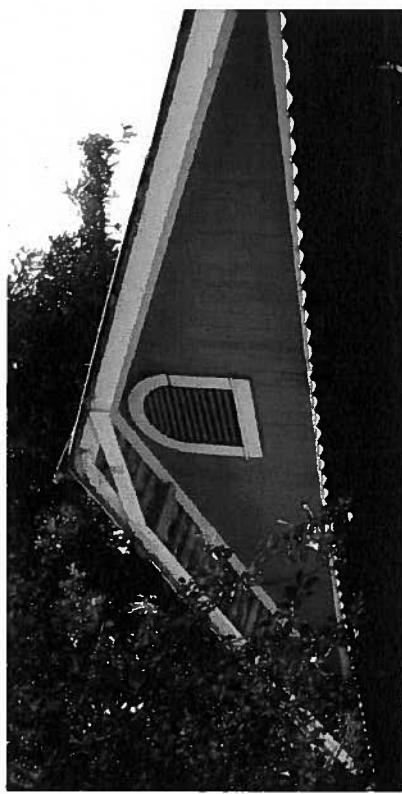
Kōkē'e's earliest buildings sometimes had window openings with awning-type shutters. The plantation-style building (below) has casement-type shutters. These historic features should be maintained.



- *Rustic Vernacular* cabins feature louvered, rectangular-shaped attic vents built under the gable and left unpainted.
- *Plantation Vernacular* cabins feature louvered attic vents constructed in various shapes.



A variety of paneled doors were used, including a "bible-over-cross" pattern (left) and the more common five-panel (center). Ten-light French doors were prevalent in Kōke'e and were often left unpainted.

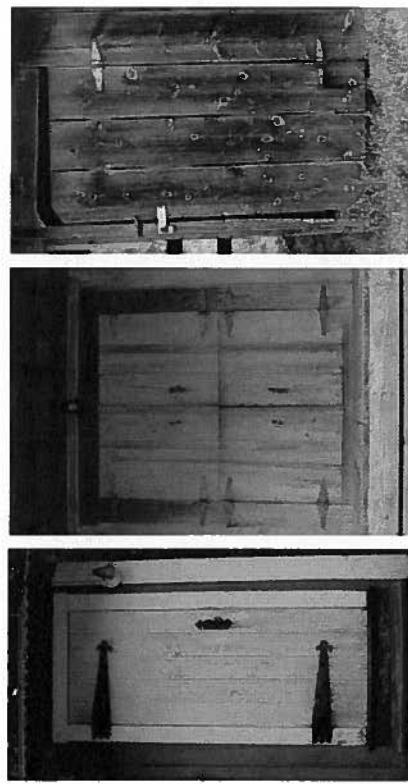


Doors

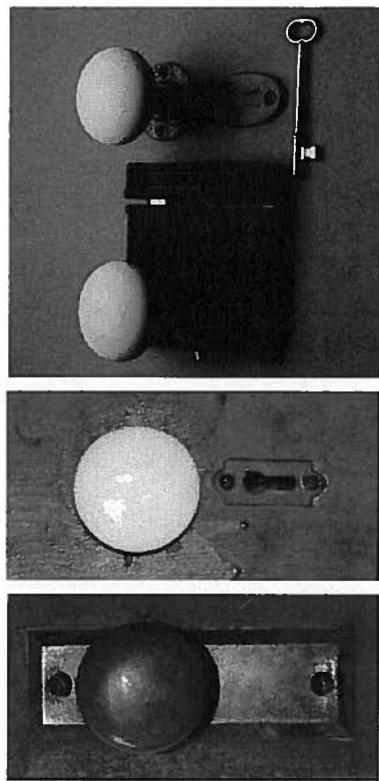
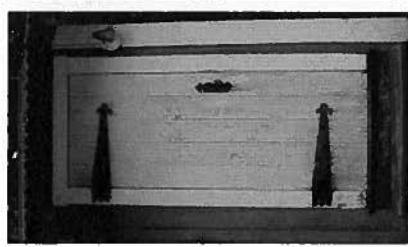
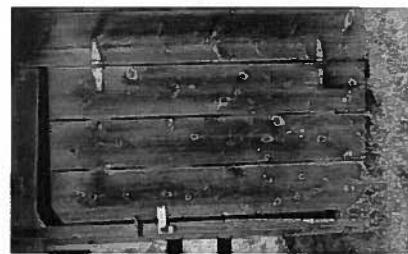
- Typical door styles included:
 - Panel doors in a variety of patterns
 - Tongue-and-groove or board-and-batten doors
 - Multiple-light "French" doors
- Doors and frames were constructed of wood.
- Simple, wood-framed screen doors were sometimes used.
- Bronze or cast metal locks and knobs, some ceramic knobs.
- Strap hinges are common.



A pair of unpainted board-and-batten doors is a character-defining feature on this historic Kōke'e cabin.



A variety of unpainted, rustic doors were built using vertical boards. Doors were sometimes used in pairs. Although appropriate for Kōkē'e cabins, "dutch" doors were rare. Strap hinges were typical door hardware.



Hardware:

- Door hardware was "traditional" and utilitarian.
- Bronze or cast metal hardware, including mortise locks with simple roses or beveled back plate plates.
- Porcelain or cast-metal knobs.

Left, a brass doorknob with beveled back plate; and a white porcelain knob with rosette and keyhole represent typical door hardware. Surface-mounted 'rim locks' (right) are also found on early Kōkē'e cabins.

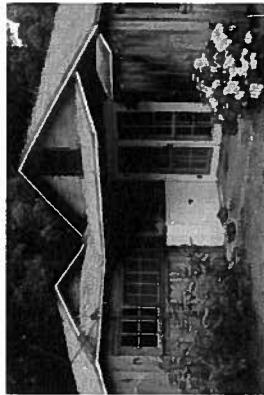


Ten-light "French" doors with stylistically appropriate screen doors.

Lanai and Porches

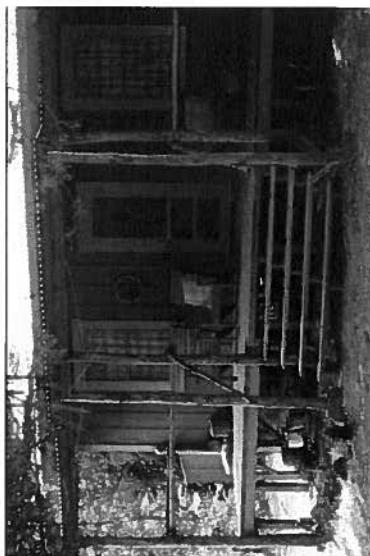
Lanai and porches were a functional extension of the main house and served as a means to enjoy the traditional “outdoor life” popular at the Kōkē'e Camps.

- Larger *lanai* and porches developed later in Kōkē'e's history.
- Many of the porches in the Vernacular “Rustic Style” architecture were small, simple and covered with a shed roof. These simple porches that were little more than stoops were a functional extension of the main cabin and served as a means to enjoy the traditional “outdoor life” of the Kōkē'e Camps. The wide doors and porches also helped to “bring the outdoors in.”

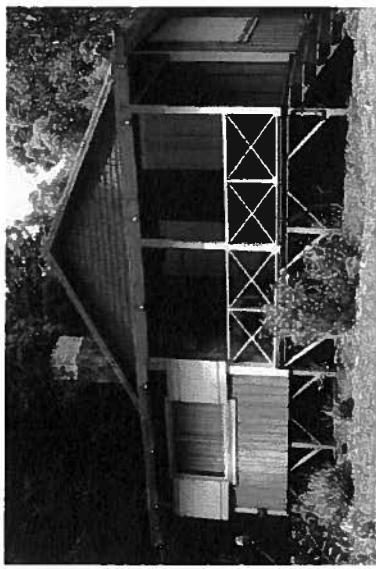


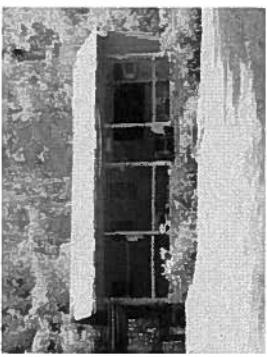
Small porches with simple shed roofs were typical of Kōkē'e's Rustic architecture.

- Porch railings fashioned from ōhia or other logs and branches are a defining feature of Kōkē'e's Vernacular Rustic Style.



Larger, facade-width porches may have been later additions to the original rustic cabins.





Covered Lanai Additions

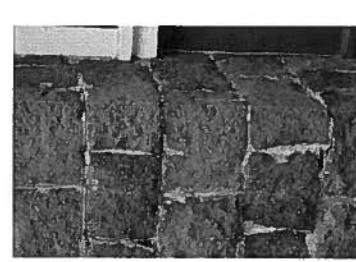
Outdoor entertainment areas have been a feature since Kōke'e's early days when the primary activity in was to spend time outdoors. Today, some of the recreational residences feature covered *lanai* or detached shelters that are reminiscent of Knudsen's earlier structures. Most of these appear to be used primarily for outdoor dining. They are appropriate in their historic use, and provide an important extension of living space during inclement or hot weather.



Chimneys

- Masonry chimneys and fireplaces were prominent rustic features.
- In Hawai'i, lava rock (basalt) and coral is used for chimneys, as well as foundation piers, entry step cheekwalls, fireplaces and other decorative applications.
- Rock masonry may be cut block, rough rock, or smooth river rock.
-

Lava rock chimneys are a character-defining element.



Basalt "sugar stone"

- Historic mortar was generally quite soft, consisting primarily of lime and sand with other additives.
- Some chimneys were constructed from concrete block; others are finished with stucco over stone masonry.



Coral stone

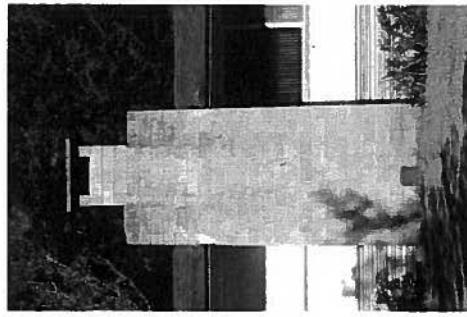
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CHAPTER 3

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

HISTORY AND CHARACTER

- Like historic mortar, early stucco coatings were also heavily lime-based, increasing in hardness with the addition of Portland cement in the late-19th century.



Concrete block chimney



Stucco on CRM chimney

DEVELOPMENT OF A CULTURAL LANDSCAPE

Over the course of the last century, the forest environs of the Kōke'e Camps and Pu'u ka Pele Lots have been altered by residents into what is now recognized as a historic cultural landscape. This historic landscape reflects the physical, biological, and cultural character of the families that occupied the area. Campers brought about significant modifications to the upland forest as a result of two primary activities: clearing forest vegetation to build and enjoy recreational residences, and planting a variety of new vegetation for pleasure and/or reforestation.



1900s, when a photograph depicted Knudsen examining his rose bushes for insect pests. It is unclear when the government began supplying water to the Kōke'e Camps, although Kaua'i County furnished water to the Pu'u ka Pele Lots by the 1920s. Prior to the development of a water delivery system, gardening was usually done adjacent to streams where roses, pansies, dahlias, and other flowering ornamentals could thrive, even during the dry summer months.

Insert historic photo of Knudsen in his garden.

Although the earliest leases for the Kōke'e Camps forbid campers to import alien plants without the consent of the territorial forester, there is some indication that the Territorial Division of Forestry instead encouraged campers to help with reforestation. Supervising and approving campers' planting activities would probably have been an impossible task. Instead, contemporary accounts report that campers were "expected" to plant fifty trees on their property, and evidence shows that campers most likely planted as they pleased. Ancillary to the residents assisting the government with reforestation, Kōke'e campers expressed keen interest in gardening activities. Campers carefully tended ornamentals as far back as the early

Not all areas were so carefully manicured. Larger yard areas with scattered trees were often left untended so that these areas maintained a naturalistic "wild woods" appearance. Picnicking in these various lot areas was popular. After the 1930s, Methley plum trees, introduced to Kōke'e by Kaua'i forester A. J. MacDonald, became a favorite landscaping item for many cabin owners. Plum trees were planted as individual specimens or in neat, carefully planned orchards. Contemporary accounts also credit the Civilian Conservation Corps activities during the Great Depression as contributing to Kōke'e's landscape by providing residents with a variety of seedlings, including California redwood, Sequoia, Eucalyptus, Sugi and Black Pine, and various fruit trees, including apple, plum, and pear.

CHAPTER 3

Design Standards and Guidelines for the Historic Kōke'e, Halemanu and Pu'u ka Pei Camp Lots

HISTORY AND CHARACTER

Over time, Kōke'e residents produced a mosaic of distinctive landscapes that displayed the following general characteristics:

- Most lots were cleared from the forest and characterized by a cabin set within an open, grassy clearing for a required firebreak. Landscape improvements were minimal, with a few planted trees along the lot entry or boundary, and ornamental vegetation often limited to the cabin's perimeter.
- Dense forest often surrounded the camp lot, which provided privacy and seclusion from neighboring lots.

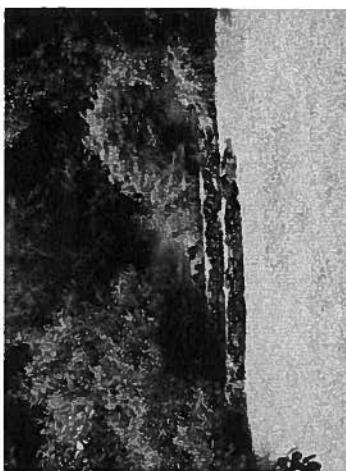


beds, carefully groomed grassy areas, and fine specimens of trees.

- Additional site features include circulation systems such as walks, paths, driveways or roads; vegetation such as trees, shrubs, fields, or herbaceous plant material; terracing, berms, grading and fences.



Rocks or logs were used for decorative effect, such as pathways, or borders for ornamental flower beds or tree groupings.



Rocks were often used for structural features such as terraces or stairs.

- Ornamental plants, especially hydrangea, were planted around the perimeter of the house where they were watered by rain runoff from the roof.

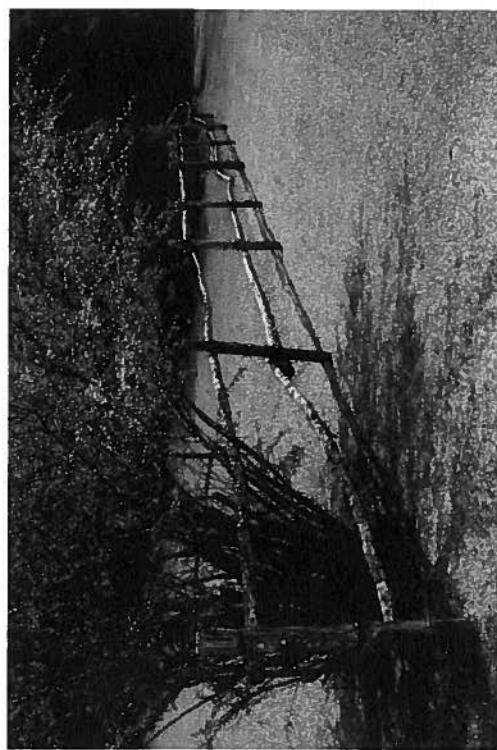
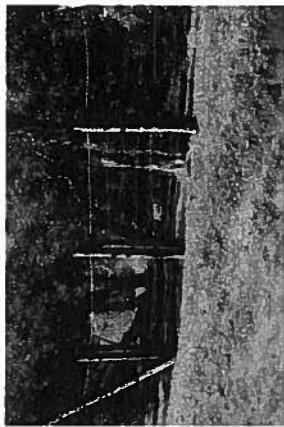


- Many cabin owners planted fruit trees, especially plums. A few lots had orderly orchards of trees planted in regular rows.
- A few cabin owners maintained a more formal, garden-style landscape, with established flower



Lot entries featured 'carriage tracks' with little impact on the land as they were generally narrow dirt or grass tracks.

- When used historically, fences were simple wood picket or rail, 'ōhia branches and twisted wire.
- Fences that define a front yard are usually low to the ground (less than 4'-0" high) and transparent in nature.



Note: See "Design Guidelines for Sitenwork and Landscape" for additional guidance.



CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē, Halemanu and Pu'u ka Pele Camp Lots

GUIDELINES FOR REPAIR AND REHABILITATION

GUIDELINES FOR THE REPAIR AND REHABILITATION OF HISTORIC BUILDINGS

The Secretary's "Standards for Rehabilitation" are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

They pertain to historic buildings of all materials, construction types, sizes and occupancy. The Standards also address related landscape features and the building's site and environment, as well as adjacent, attached, or related new construction. These Standards were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications).

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old design in color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken in the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**THE SECRETARY OF THE INTERIOR'S GUIDELINES FOR
REHABILITATION:**

The Guidelines were developed to supplement the Secretary of the Interior's "Standards for Rehabilitation" by providing general design and technical recommendations. The Guidelines contain specific recommendations for elements such as roofs, windows, and other similar features. For further information, a reference list follows each section, and a glossary of architectural terms and a bibliography are included in the appendices.

IDENTIFY, RETAIN, AND PRESERVE

It is important to identify, retain and preserve the form and detailing of architectural materials and features that define the historic character of the building. Changes to historic buildings should be minimized, but it is recognized that changes are sometimes required to prolong the life of historic resources. In ascending order of intervention, the following general statements can be made about preserving historic buildings and structures:

PROTECT AND MAINTAIN

Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes maintaining historic materials through treatments such as rust removal, caulking, limited paint removal, and re-application of protective coatings; or installation of fencing, protective plywood, alarm systems, and other temporary protective measures. These treatments should be attempted prior to undertaking more extensive work.

REPAIR

Repair is recommended when the physical condition of character-defining materials and features warrants additional work. Guidance for the repair of historic materials begins with the least degree of intervention possible, including such techniques as patching, piecing-in, splicing, consolidating, or otherwise

reinforcing or upgrading according to recognized preservation methods. Repair also includes the limited replacement in kind of extensively deteriorated or missing parts of features when there are surviving prototypes (e.g., steps, windows, attic vents, or stone work). Although using the same kind of material is always the preferred option, substitute material is acceptable if the form and design is consistent with the visual appearance of the original.

REPLACE

An entire character-defining feature may be replaced with new material if the level of deterioration or damage precludes repair (e.g., an exterior window shutter, a fireplace, or a complete porch). As with repair, the preferred option is always replacement of the entire feature in kind (i.e., with the same material). Because this approach is not always technically or economically feasible, provisions are made for the use of compatible substitute materials.

DESIGN FOR MISSING HISTORIC FEATURES

When an entire feature is missing (e.g., a decorative railing, or entrance door) it no longer plays a role in physically defining the historic character of the building unless it can be accurately recovered in form and detailing by historic research. If adequate historical, pictorial, and physical documentation exists so that the feature can be accurately reproduced then designing and constructing a new feature is appropriate. However, a new design that is compatible with the remaining character-defining features may also be acceptable. The new design should always take into account the size, scale, and material of the historic building itself and, most importantly, not create a false historical appearance.

REMOVING EXISTING FEATURES FROM OTHER PERIODS

Lessees should document materials and features dating from other periods prior to their alteration or removal. Documentation generally consists of photographs and/or drawings. Consult with the Division of State Parks or the State Historic Preservation Division prior to commencing work.

CHAPTER 4

Design Standards and Guidelines for the Historic Kōke'e, Halemanu and Pu'u ka Pele Camp Lots

MASONRY

IDENTIFY, RETAIN AND PRESERVE

Identify, retain, and preserve masonry features that are important in defining the overall historic character of the building, including chimneys, steps, and walls; and details such as tooling and bonding patterns, coatings, and color.

PROTECT AND MAINTAIN

- Inspect the existing condition of the masonry to identify cracked, spalling, or deteriorated masonry, and decomposed or weathered mortar. Inspections should occur on a 5-year schedule.
- Caulk the joints between masonry and siding to prevent water penetration.
- Insure that improper water drainage is not contributing to deterioration of materials or features.

MASONRY

- Prevent water from gathering at the base of a wall by insuring that the ground slopes away from the wall. If there is excessive ground water, install drain tiles around the structure.
- Prevent rising damp by applying a damp-proof course just above the ground level with slate or other impervious material. This type of treatment requires the advice of knowledgeable preservation architects or engineers.
- Remove climbing vines from chimneys and foundations. They trap moisture against the building and harbor destructive insects and birds.

DO NOT:

- ∅ Apply waterproof, water-repellent, or non-historic coatings in an effort to stop moisture problems; they often just trap moisture inside the masonry and cause more problems.



Lava rock entry stairs



Stone footing

Cleaning

Masonry should be cleaned only when necessary to halt deterioration or remove heavy soiling; cleaning generally requires knowledgeable cleaning contractors. Investigate a contractor's cleaning methods, their materials, and, most importantly, inspect their previous work or check references. Look for damage caused by their cleaning such as chipped or pitted stone, washed out mortar, or a residue or film.



Lava rock (left) and stucco on CRM (right) chimneys are character-defining elements and should be preserved.



CHAPTER 4

Design Standards and Guidelines for the Historic Kōke'e, Halemanu and Pu'u ka Pele Camp Lots

MASONRY

Whether Lessees hire professionals or clean the masonry themselves, the following guidelines should be followed:

- Clean unpainted masonry with the gentlest means possible. The best method is generally low-pressure water wash with a non-ionic detergent.
- Test cleaning materials on a small inconspicuous part of the building. Observe the test over a sufficient period of time in order to determine the gentlest cleaning method. Some old stone is too soft to clean and can be damaged by detergents and the pressure of the water.

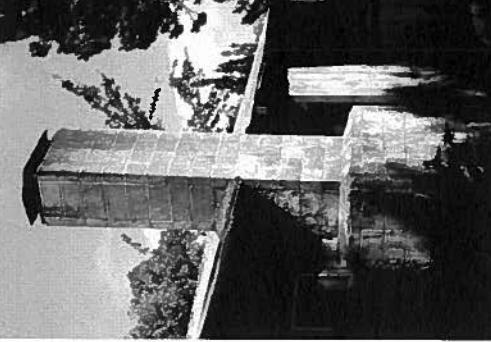
- Prevent moss build up to help prevent the absorption of moisture. Remove moss frequently with natural bristle brush and diluted bleach solution.

DO NOT:

- ∅ Clean with chemical methods that damage masonry or leave chemical residue on the masonry.
- ∅ Use sandblasting or high-pressure water wash. These techniques can damage the masonry. Abrasively blasted brick and stone will spall (crumble) and the roughened surface will accumulate dirt and pollutants much faster than the original surface.
- ∅ Needlessly clean masonry in order to attain a 'new' appearance.

Chimney Cleaning and Maintenance

- Burn only seasoned wood. Unseasoned wood will burn less hot, resulting in more creosote buildup. Have a qualified person clean the chimney regularly of creosote buildup.
- Install a chimney cap to keep out rain and deter birds and other animals from coming down the chimney.
- Make sure the flue damper opens and closes properly.
- Use a decorative screen to keep burning embers and sparks from landing in the room.



DO NOT:

- ∅ Use flammable liquids, such as lighter fluid, to ignite a fire.
- ∅ Use the fireplace to burn telephone books, cardboard, wrapping paper, catalogs, newspaper, or Christmas trees.
- ∅ Leave a fire unattended.

Concrete block chimney
with cap.

For more information, contact the Chimney Safety Institute of America at 1-800-536-0118 or <http://www.csia.org>

Painting and Waterproofing

- Use vapor-permeable, mineral-based paints specifically formulated for historic masonry only after correcting drainage problems.
- Repaint with colors that are historically appropriate to the building and to the district.



**Repainting Method:**

- 1) Remove damaged or deteriorated paint only to the next sound layer by hand scraping prior to repainting.
- 2) Clean with a low pressure water wash if the building is dirty. Allow masonry to dry out for several days before applying paint.
- 3) Prime and repaint with a breathable paint system, such as 100% acrylic latex or mineral-based paint.

DO NOT:

- Ø Completely remove paint from historically painted masonry. The paint may have adhered to the masonry and breaking that bond can cause damage.
- Ø Paint masonry that was historically left unpainted.
- Ø Remove paint by sandblasting, high pressure water blasting, or caustic solutions. These methods will permanently damage the masonry.
- Ø Use oil-based, urethane, or epoxy paints that will trap moisture and cause spalling.

REPAIR

- Damage or deterioration of structural load-bearing members should be investigated by a licensed structural engineer familiar with the Secretary of the Interior's Standards for Historic Preservation.
- Repair, stabilize, and conserve fragile masonry by using well-tested strengtheners or consolidants.
- Repair damaged masonry features by patching, piecing in, or consolidating instead of replacing an entire masonry feature. Patch stone in small areas with cementitious patching compound. Like mortar, this should be weaker than the masonry being repaired. This type of work should be done by skilled craftsmen.

*Mortar joints inappropriately sealed with caulk.***Repointing**

Masonry should be repaired by repointing the mortar joints when there is evidence of deterioration, such as disintegrating mortar, cracks, loose stone, damp walls, or damaged stucco.

Mortar in older houses is either soft (lime-based) or hard (Portland cement-based). The advantages of using lime as the binder is that it hardens so slowly that it doesn't crack and its porosity allows water vapor to escape. In the 20th century, Portland cement replaced lime as the binder. Its chief asset is that it cures quickly. Unlike lime mortars, Portland cement shrinks, doesn't let water vapor escape or permit any movement in the stone. If your stone walls were pointed with lime mortar and you repair them with Portland cement, the new mortar may cause the stone to crack or otherwise fail.

- Duplicate mortar in strength, composition, color, and texture. Match original mortar joints in width and profile.
- Determine if original mortar is lime or Portland cement based, by dabbing a little vinegar on the mortar to see if the vinegar bubbles a bit. If it does, lime is present. Portland cement will not react with the vinegar. If in doubt, repoint with a softer lime-based mortar mix. Avoid Portland cement mixes, such as "Quikcrete", which may cause the masonry to fail.

**Repointing Method:**

- 1) Remove mortar to a minimum depth of 3/4 inches or to sound mortar. Hand chiseling is the preferred method.
- 2) Use a mortar mix that matched the original. Use sand that matches grain size from original mortar. Use clean, potable, neutral pH water.
- 3) The joint should be filled with successive lifts of approximately 1/4 inch of mortar. After the surface is leveled, the joint should be tooled to match the historic joint.

DO NOT:

- Ø Remove mortar with electric saws or hammers, since power tools cannot be effectively controlled.
- Ø Repoint with a synthetic caulking compound.

Ø Use a "scrub" coating technique to repair mortar instead of traditional repointing.

Cracked Concrete

Cracked concrete may be caused by shrinkage, settlement, tension, inadequate rebar cover, corrosion of rebar, and temperature changes. Nonstructural and hairline cracks that show no sign of worsening normally need not be repaired.

- Repair cracks less than approximately one-sixteenth of an inch with mineral-based grout and water.
- Larger cracks should be routed (widened and deepened) minimally before patching to allow sufficient penetration of the cementitious patching compound.
- Professional consultation is recommended where noticeable cracking occurs, as this may require designing new footings, replacing major sections of the foundation, or removing and replacing deteriorated or inadequate reinforcing.

DO NOT:

- Ø Undertake superficial repairs, such as caulking, that do not address underlying causes of failure and may only aggravate problems.

Concrete Spall Repair

Spalling is the loss of surface material that usually occurs when reinforcing bars corrode and create stresses within the concrete.

- Treat minor spalls and damage less than 2 inches deep with no exposed reinforcing with a pre-formulated patching compound. Deeper spalls will require more preparation.
- Major spalls include those with exposed reinforcing bar or a depth greater than 2 inches. Major repairs should be supervised by an experienced architect or structural engineer.

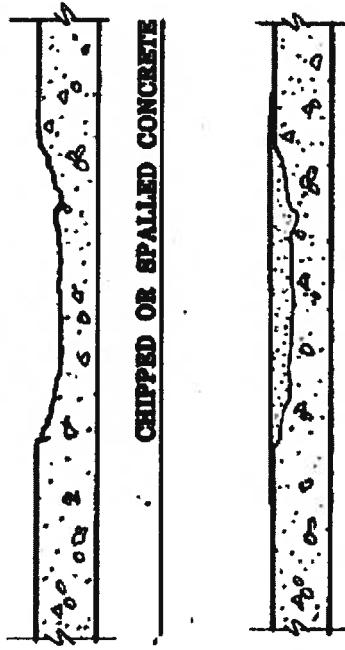
**Concrete Spall Repair Method:**

- 1) Sound for delamination and remove loose concrete with hand-held hammers and chisels. Cut or chip edges perpendicular to surface of concrete to a minimum depth of 1 inch (providing slightly undercut edges for anchoring).
- 2) Remove rust from exposed metal with a stiff wire brush. If more than half the circumference of any rebar is exposed, remove material from around entire circumference. Severely rusted bars must be cut out and replaced.
- 3) Clean surface with a low-pressure wash to eliminate dirt, grease, and scale. Dry thoroughly and paint steel immediately with a zinc-rich, corrosion-inhibiting primer.
- 4) Prime area with acrylic latex bonding agent.
- 5) Dry pack area with cementitious patching compound to match original finish and composition. Finish and cure. Do not feather over existing concrete.
- 6) Apply a mineral-based water-repellent. If the original surface was painted, paint the patch with 100% acrylic latex or a hybrid (silicone-modified) mineral-based coating intended for previously painted surfaces.

CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

MASONRY



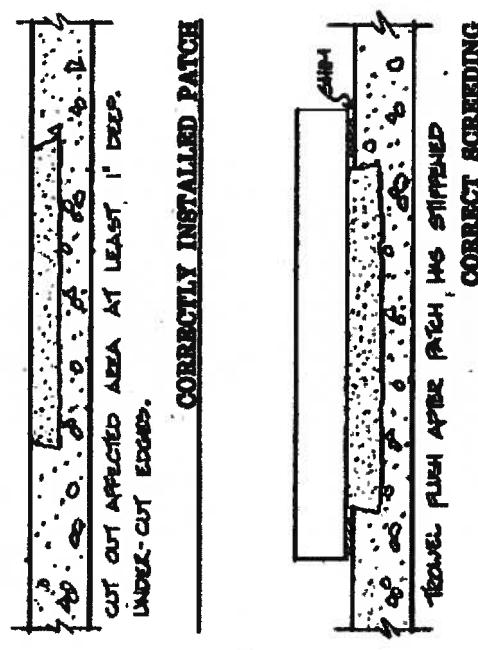
CORRECT OR SPALLED CONCRETE

- Preserve all stone, brick and original concrete. If replacement is necessary, it should match the existing masonry as closely as possible.
- Remove stone by hand chiseling. Ensure that adjacent stone is not damaged.
- Use replacement stones that are a close match to original stone in material, design, color, and texture. This stone may be salvaged from demolished structure or relocated from an area where removal has a minimal effect on the historic character of the building, or obtained from local sources.
- Match color of historic mortar as closely as possible using natural materials. Always test color by either wetting original or allowing a test sample to dry before repointing.

Design for the Replacement of a Missing Historic Feature

- Design and install a new masonry feature, such as steps or a chimney, when the historic feature is completely missing. It may be an accurate restoration using historical, pictorial, and physical documentation; or be a new design that is compatible with the size, scale, material, and color of the historic building.

CORRECTLY INSTALLED PATCH



REPLACEMENT

Replace extensively deteriorated or missing parts of masonry features to match the original.

REFERENCES

The following publications contain more detailed information about masonry. They are available from the National Park Service or at www.cr.nps.gov/linkpubs.html.

Preservation Brief #1 - The Cleaning and Waterproof Coating of Masonry Buildings

Preservation Brief #2 - Repointing Mortar Joints in Historic Brick Buildings

Preservation Brief #6 - Dangers of Abrasive Cleaning to Historic Buildings

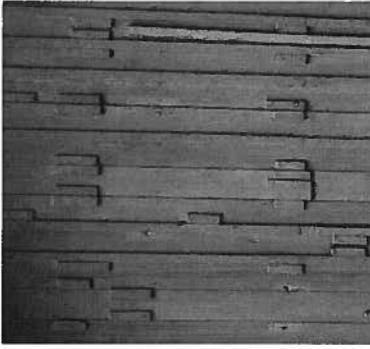
CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

WOOD

IDENTIFY, RETAIN AND PRESERVE

Identify, retain, and preserve wood features that are important in defining the overall historic character of the building. For the purposes of these Guidelines, wood includes all wood siding, shingles, decorative wood elements, and framing. The flexibility of wood has made it the most common building material throughout much of Hawai'i's building history.



Begin with the least invasive historic-building maintenance treatment and do not take the next step unless it is necessary. Perform simple maintenance first; repair as needed; replace damaged or missing parts in-kind; replace the entire unit in-kind only if it cannot be repaired. Do not give up too soon on the idea of repairing historic wood elements.

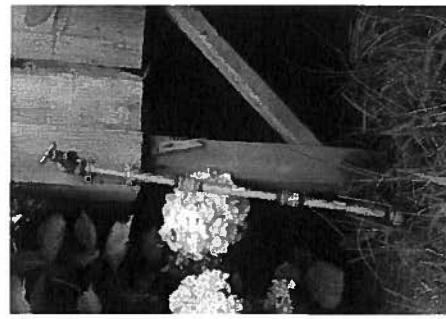
PROTECT AND MAINTAIN

Inspect, evaluate, and monitor wood surfaces for signs of excessive water, rot, and pest infestation; keep all surfaces primed and painted in order to prevent wood deterioration from moisture. Peeling paint, spongy wood, discoloration, staining, and the presence of fungi are clear indicators of rotting wood and/or termite infestation.

- Remove non-original siding that has been installed over original siding. Cheap or improperly installed non-original siding may have caused deterioration of the original siding.
- Keep roofs and foundations clean of leaves and debris. Termites use these materials to build shelter tubes connecting their underground colonies to your home.

WOOD

- Don't place shrubs or other plants near the foundation of your house. Don't put mulch, especially wood chip mulch, next to the house. Don't affix wooden trellises to exterior walls. Keep scrap lumber away from the house. Remove infested trees and stumps.

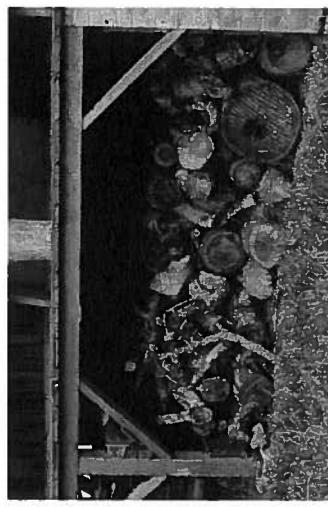


If you have a leaking water spigot/faucet on the outside of your house, fix the leak. Be certain that the downspouts from the gutters drain away from the house. Be certain that the finished soil grade also drains away from the house. Avoid having a sprinkler system that splashes onto your house or a sprinkler system where the emitter heads are nearly adjacent to the outside walls of your house.

- Keep paint films and sealant joints in good condition. Check paint and flashing integrity before the rainy season.
- Apply environmentally safe chemical preservatives to wood features, including post ends at foundations, which are exposed to decay and are traditionally unpainted.

DO NOT:

- Ø Store flammable materials under buildings or stairs (including firewood).
- Ø Remove elements, such as wood moldings, trims or other details that are important parts of historic buildings, since removing or changing them will alter the character of the structure.



CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

WOOD

Painting

Wood on older buildings generally has been painted with oil-based paint; therefore an oil (alkyld) primer with two coats of 100% acrylic latex paint should be used when repainting. Latex paint will not adhere to chalked oil paint. New wood can be painted with a three-coat 100% acrylic latex system.

- Clean surface with household detergent and water to allow new paint to adhere.
- Remove damaged or deteriorated paint to the next sound layer using the gentlest means possible such as hand sanding and hand scraping. Remove all paint down to the bare wood only in extreme cases where the paint has blistered and peeled to the bare wood. This condition may be only in certain places such as sills or porch rails when there is excessive paint build-up or where moisture is a problem.
- Use chemical strippers to supplement the above technique when more effective removal is required. Be certain to follow directions to thoroughly neutralize chemical strippers after use or new paint will not adhere.

DO NOT:

- ∅ Completely remove paint when it is soundly adhered to the wood or to achieve a natural finish.
- ∅ Use destructive and dangerous paint removal methods such as a propane or butane torch, sandblasting or water blasting.
- ∅ Allow wood to be in contact with chemical strippers too long so that the wood grain is raised or the surface roughened.

REPAIR

Because of age, vandalism, moisture and lack of maintenance, some wood features may be deteriorated beyond salvage. Every effort should be made to restore or replace damaged wood if at all possible. Don't be fooled by the poor condition of paint. In most cases, the wood underneath the layers of chipping or peeling paint is in sound condition.

- A licensed architect or structural engineer familiar with the Secretary of the Interior's Standards and Guidelines for the Treatment for Historic Buildings should investigate damage or deterioration of structural load-bearing members to determine the extent of repair necessary.



Damaged decking

Deteriorated post base

Partially Decayed Wood:

- To test the condition of wood elements, try jabbing it with an ice pick. When pried, the wood, if decayed, will pry up in short irregular pieces. If the wood is still sound, the same procedure should result in the wood's separating in long fibrous splinters.
- Remove only damaged or decayed portions of wood features.
- Elements that are more than 50% decayed should be reproduced and replaced.
- If painted wood is partially decayed, it can be filled and strengthened by what is known as "consolidation." Semi-rigid clear penetrating epoxy sealer is applied and saturated into the decayed wood and allowed to harden. The consolidated wood can then be patched with a wood replacement compound and sanded in preparation for painting.
- Large damaged areas and unpainted wood may be patched with a carpenter's "Dutchman" matching the original wood's species, grain pattern and direction. Glue or epoxy in place.

Fill joints after glue dries, sand smooth, and finish to match adjacent surface.

- If the wood is just beginning to rot, dry the wood thoroughly and treat it with brush-on preservative. Waterproof the wood (two or three applications of boiled linseed oil with 24 hours drying time between coats has been quite successful) then fill any cracks and holes with putty and sand.

DO NOT:

- Ø Use soft vinyl spackling ("Bondo"), auto body fillers, or latex wood fillers.

Termite Control

Termites are attracted to wood and wet soil conditions, so the goal is to keep cellulose-based products away from your house and keep things dry near the house by taking the following precautions:

- Have a professional exterminator spray the soil around the building and foundations with fipronil. This treatment should be repeated every three years.

- Keep non-treated wood at least 18-inches away from soil.
- Keep the house and foundation dry, making sure to caulk around windows and doors. Termites thrive in moist environments.
- Watch for possible termite entry paths and try to seal them. A termite can squeeze through a 1/16-inch crack.
- Have a professional inspection done periodically, perhaps as often as once per year in a high-risk region. Amateurs seldom spot insects or damage early enough.
- Begin wood repairs only after the structure and surrounding soils are rid of the destructive insects.

DO NOT:

- Ø Use creosote-based preservatives that can change the appearance of wood features.

Repairing Termite Damage:

- 1) Treat wood with a brush-on preservative, such as copper naphthalate (greenish; for contact with soil) or zinc naphthalate (colorless; for above ground applications).
- 2) Wood damaged by beetles or other boring insects may be repaired by use of penetrating epoxy consolidant. Heavily damaged sections may be replaced with a new member matching original dimensions.
- 3) Replacement wood should be pressure-treated or of a naturally toxic species (redwood or cedar). The preferred method is to match the original species.

CAUTION: Gases of fumigants are highly poisonous and may damage some types of metal, fabrics, and paint finishes; remove such items if possible.

Mold and Fungal Rot

Periodically inspect sills, plates, timbers bearing on masonry, ends of trusses in roof-eaves, cornices, all joints, and around doors and windows for the presence of molds and fungal rot. End grain wood is most susceptible to damage.

- Look for peeling paint, discoloration, staining, or presence of fungi. Gently probe the surface with awl or knife-point to reveal softness.
- Correct damp conditions resulting from rain, ground water, plumbing leaks, or interior condensation.





Repair Damage from Wet-Type Fungi and Molds:

- 1) Thoroughly dry wood and surrounding environment.
- 2) Remove decayed portion and dispose of off site.
- 3) Treat surrounding area of remaining wood with a **brush-on fungicidal preservative***.
- 4) Repair wood as outlined earlier in this section.

CAUTION: Fungicidal preservatives are toxic and can be absorbed through skin. Wear rubber gloves when handling.

REPLACEMENT

- Ø If damage is too extensive, replacement of individual boards or lumber sections may be necessary. The new wood should duplicate the original in dimensions, configuration, and texture. If the material has a transparent finish or has no finish (such as with wood siding) the species of wood should be the same.
- Ø Replacement should be limited only to damaged areas and should not be used as an excuse for wholesale replacement. If more than 50% of an object is damaged, it may be better to reproduce the entire object in new material. For major structural systems, preservation professionals should be consulted in making this decision.
- Ø Replace boards that are severely warped and will not lay flat. Match size, species and surface texture of original material.
- Ø To reduce rust staining in the future, any new material should be fastened with hot-dipped zinc coated or stainless steel nails.

Replacement of Wood Siding:

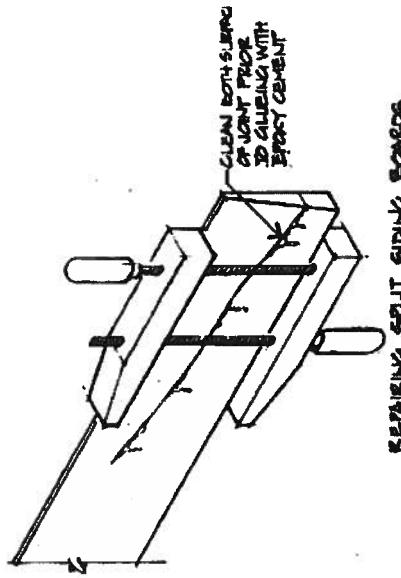
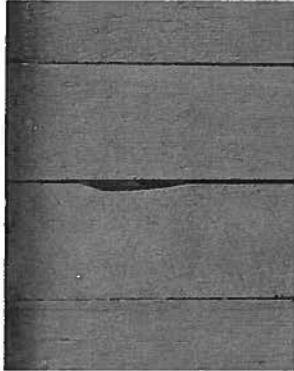
Where necessary due to deterioration, a portion of a board (or the whole board) can be removed from a wall. The siding is usually attached either by a row of nails at both the bottom and top edges. With a circular saw or hacksaw, cut out the damaged board as close as possible to the edge of the board. Remove the damaged

section of the board. The nails remaining should be cut off using a hacksaw blade (pry up the remaining boards to get to the nails, if necessary).

The new board should match the existing board in size and profile. Before installing the new board, give it a coat of primer and then preservative on all surfaces, including the back. Install the board as you would any wood trim – nail it in place, countersink the nails, putty the nail holes and any cracks and paint the boards. Use only hot-dipped zinc coated or stainless steel nails. Pre-drill nail holes at the ends of boards to reduce splitting. Countersink and putty all nails that are exposed to view.

Warped or Split Boards:

- If splits of sufficient size to prohibit filling with putty are apparent, the easiest method of repair is to pry the crack or split open wide enough to apply a strong exterior glue. Press the sections back together and use finishing nails to hold it in place while the glue dries.



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Design Standards and Guidelines for the Historic Kōkē, Halemanu and Pu'u ka Pele Camp Lots

WOOD

- Larger cracks may require the removal of the board for repair. Carefully remove the split board without further damage. Clean surfaces of split and allow wood to dry thoroughly. Inject epoxy cement into split and clamp tight. When glue has set, remove clamps, sand, and reinstall.

Wood Shingles:

Wood shingles, like wood siding, are subject to moisture damage and decay, and like vertical board siding, must be regularly inspected and maintained to prevent these problems. Generally wood shingles will not require total replacement, and warped or loose shingles can generally be nailed back in place. Should individual shingles need to be replaced, care should be taken to match the existing profile, shape and texture.



- same dimensions, grain pattern and texture. Reroute ducting, pipes, and/or conduit. Consult a licensed structural engineer.
DO NOT:
 - Ø Cut, notch or drill wood members during the course of alterations or installation of mechanical, plumbing or electrical systems as it may result in the reduction of a wood members' cross-section. This can lead to overstressing of structural members and possible failure.

REFERENCES

The following publication contains more detailed information about wood. It is available from the National Park Service or at www.cr.nps.gov/linkpubs.html.

Preservation Brief 10 – Exterior Paint Problems on Historic Woodwork

On new construction, or on larger areas of replacement, an easier approach may be to use a pre-nailed panelized shingle system which saves installation labor. Wooden shingles, available in a variety of shapes, are furnished mounted to a plywood backing. These panels are easy and quick to install over large areas and match the appearance of many of the original shingle profiles.

Reduction of Member Cross Section:

- If an intrusive element is removed and the remaining cross section of a member is adequate in strength, patch the void with tight-fitting new wood of same species, grain pattern, and texture. Glue and screw in place. Countersink and plug screw heads.
- If a structural member is overstressed, install steel reinforcement around cut-outs. If damage is extensive along full length of the member, remove and replace with new of

CHAPTER 4

Design Standards and Guidelines for the Historic Kōke'e, Halemanu and Pu'u ka Pele Camp Lots

WINDOWS AND DOORS

IDENTIFY, RETAIN, AND PRESERVE

Windows are one of the most visual aspects of a historic building and help define its particular style. Windows add light to the interior of a building, provide ventilation, and allow a visual link to the outside. Window frames and sashes in the historic district are constructed of wood.

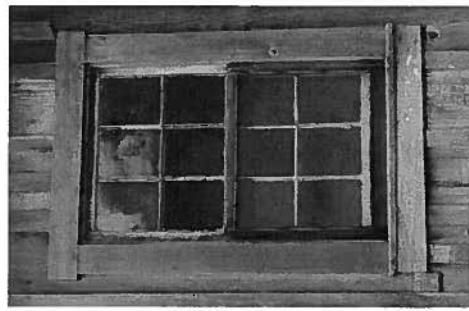
The functional and decorative features of windows are important in defining the overall historic character of the building. These features can include frames, sash, muntins, glazing, sills, and moldings, as well as exterior shutters and awnings. Altering the windows by removing components or refitting with inappropriate elements can destroy the significance and value of the historic building.

With attentive and proper maintenance and repair, original wood windows will provide energy-efficient service for the life of the building without compromise to the architectural significance of the building.

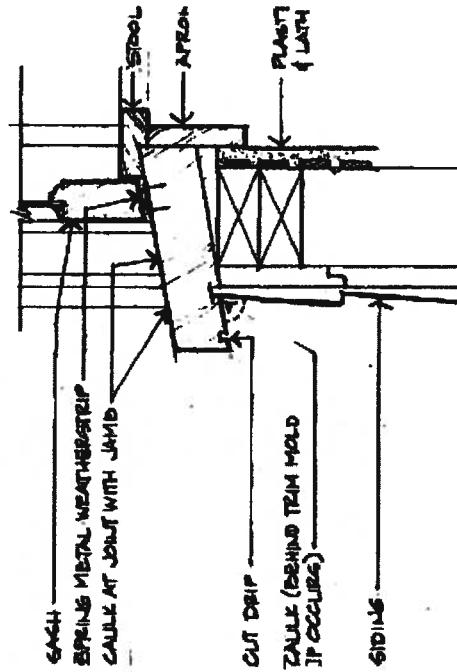
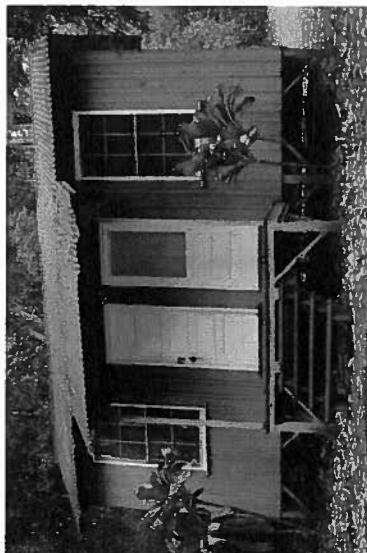
PROTECT AND MAINTAIN

Protect and maintain the wood that comprises the window or door frame, sash or panel, muntins, and surrounds through appropriate

surface treatments such as cleaning, limited paint removal, and re-application of protective coating systems.



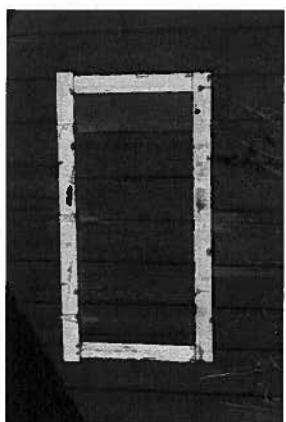
- Inspect, evaluate and monitor windows and doors for signs of peeling paint, wood deterioration, open joints around frames, sound putty, and adequate caulking.
- Keep painted surfaces well painted.
- Insure that caulk and glazing putty are intact and in good condition.
- Weatherstrip doors.
- Insure that water is not forming puddles on horizontal surfaces, which may cause deterioration. Sills and thresholds should slope away from the building.
- Inspect for proper operation of hardware.



SECTION THROUGH TYPICAL SILL

Screens, Awnings and Shutters

Many of the original structures had awnings or shutters for security and weather protection. Original screens and shutters should be retained, repaired, and repainted as needed. New shutters should be sized and installed to match the actual working examples, not just nailed to the siding.



- Wood awnings and shutters should be used.

- Wood screen frames should be painted to match the color of the window trim, or left unpainted on Kōke'e's rustic cabins.

- The horizontal mullion that divides the upper and lower sash of the screen should match that of the window.

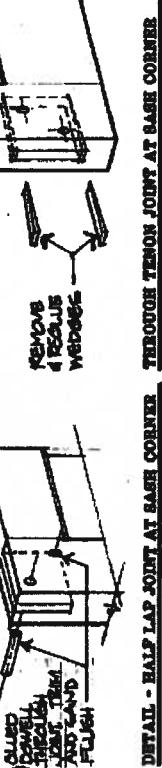
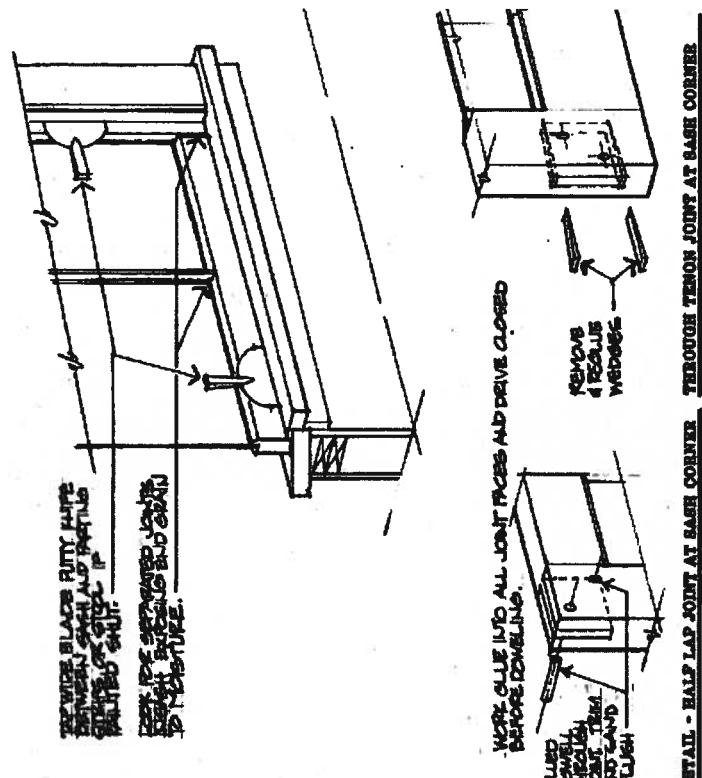
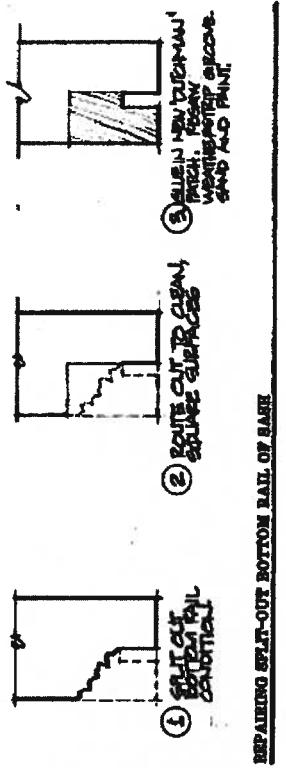
DO NOT:
Ø Install vinyl or aluminum screen frames on historic buildings.

REPAIR

- Repair of historic windows and doors is always preferred to replacement.
- Repair original windows by patching, splicing, consolidating or otherwise reinforcing. Because of peeling paint or separation of joints, wood can appear to be in bad condition when it is in fact repairable.

REPLACEMENT

Replacing rather than restoring windows is usually an easier process and therefore more profitable. Before allowing an entire window to be replaced, it should be examined closely to see if the wood of the window is salvageable. In many cases, a little patching, painting, and weather-stripping can restore a window to its original condition.



CHAPTER 4

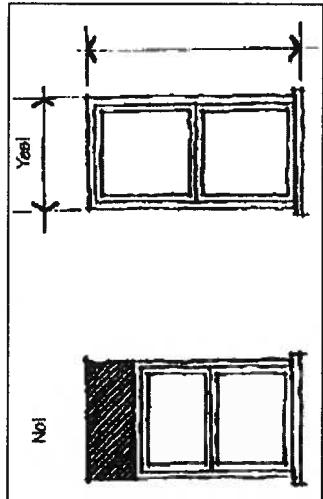
Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

- Replace in kind an entire window or door that is too deteriorated to repair using the same sash and panel configuration and other design details.
- Replacement windows and doors should be the same size and materials as the original. The window and door proportions and muntin patterns represent vital elements in the overall character of the cabin.
- If more than 50% of a sill or threshold is rotted, replace entire member with new wood of same species, grain pattern and dimensions. Remove window sash or door panel from frame before making repairs. Treat all surfaces with water repellent preservative and back prime before installing.
- Replace non-original jalousie, plate glass, and aluminum windows that detract from the historic character of the building.
- Custom-built replacement windows suitable for most early 20th century buildings may be available commercially. Good millwork shops can duplicate parts, such as muntins or bottom rails, which can be placed in the old sash.

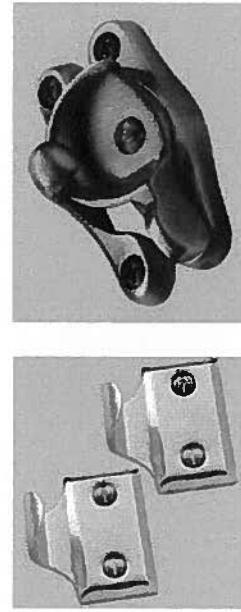


WINDOWS AND DOORS

- Ø Change the historic and architectural appearance of windows or doors by using inappropriate materials or finishes which radically change the sash or panel, depth of reveal, muntin configuration, reflective quality or color of the glazing or the appearance of the frame.
- Ø Replace original windows or doors with stock items from building supply companies; these doors are more appropriate for new suburban dwellings than historic houses.



- Ø Block down existing openings to accommodate a smaller stock replacement window.
- Ø Alter a window or door to give an appearance that was not originally intended, such as adding sidelights and fanlights on a front entrance.
- Ø Use substitute materials such as vinyl or aluminum.
- Ø Add shutters that are the wrong size, type or material (such as vinyl) or add shutters to windows where they were not intended historically.

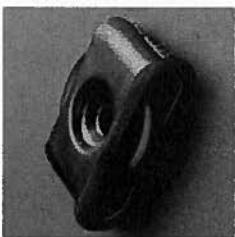
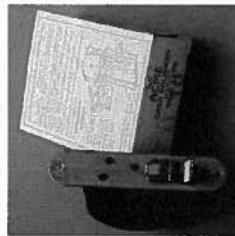
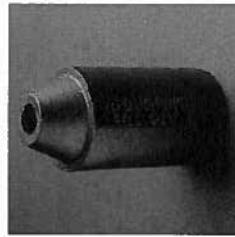
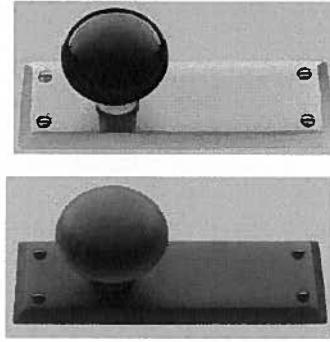
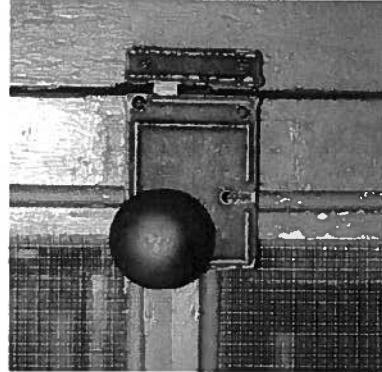


Appropriate window hardware includes brass sash locks and lifts.

- DO NOT:**
- Ø Change the number, location, size or glazing pattern of windows or doors by cutting new openings, blocking in windows, or installing replacement sash that does not fit the historic window opening.

***Replace Broken or Missing Sash Cords and Pulleys:***

- 1) Remove sash to access sash weights and pulleys through removable panels in jambs close to sill or by removing interior casing. Stop and parting strip need only be removed from one side.
- 2) Remove remnants of cord from sash and weight. Old cord may be used to cut new cord to proper length.
- 3) Remove pulley. Strip off all paint in chemical stripper bath. Do not repaint. Straighten any dents, oil, and reinstall.
- 4) Feed new cord over pulley and down weight pocket by using weighted string. Tie off to weight and knot other end for insertion in sash. Cut to proper length and attach to stile.
- 5) With sash at top of window, weight should be about two inches from bottom of weight pocket.

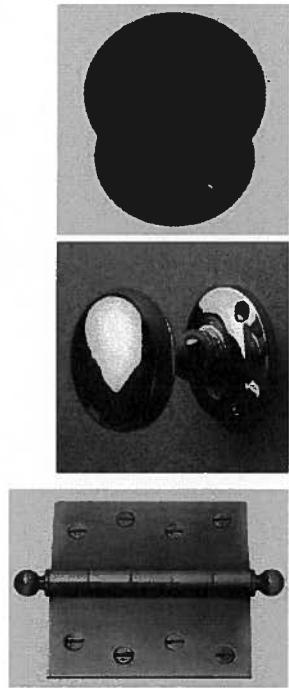


Replacement bronze or steel sash pulleys and pocket weights are available from period hardware suppliers.

Finish Hardware

- Reuse hardware and locks that are original or important to the historical evolution of the building.
- Clean hardware with non-acidic materials, and lubricate locks and hinges regularly with a household oil (such as "3-in-1").
- Replace intrusive or missing hardware with a type that is historically compatible and/or concealed.
- Select new hardware to match original in type, style, and finish.

Rejuvenation's "Putnam" brass-knob (left) and "Davis" porcelain-knob bevel-edge door sets (right).



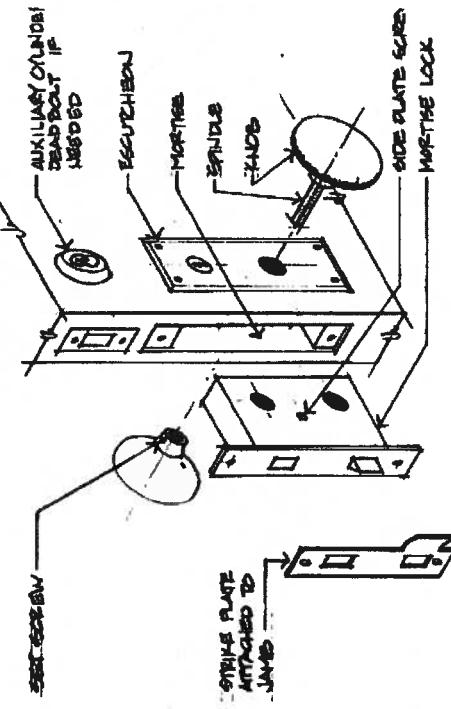
Five-knuckle Ball-Tip Loose-Pin Full-mortise Hinges are period-appropriate for 'French' and paneled doors. Rejuvenation's "Hyde" brass rosette door set (left); Crown City's "Traditional" knob/rose set (right).

DO NOT:

Ø *Install elaborate or decorative hardware, including 'Victorian' or "Craftsmen" entry sets or 'crystal' knobs that are inappropriate for Kōkē'e's vernacular cabins.*

Ø *Use bright brass and polished chrome finishes that are inappropriate for Kōkē'e's rustic style.*

Ø *Paint or lacquer brass and bronze hardware.*



Putty glazed window sash.



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Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pū'u ka Pele Camp Lots

WINDOWS AND DOORS

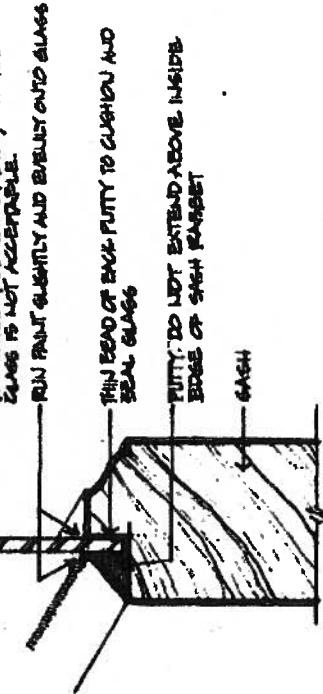
Reglazing:

- 1) Remove old putty by hand. Hard putty may be softened by heating with a soldering iron or coating with paint stripper. Protect other panes from damage.
- 2) With all broken glass removed, clean out remainder of putty from rabbet and prime with a water repellent preservative.

- 3) A bead of linseed oil putty should be laid around the rabbet to cushion and seal the glass.
- 4) Press the pane into place and secure with glazing points.
- 5) Complete application of putty.
- 6) Paint as soon as "skin" has formed on putty (2 or 3 days).

- Install interior storm windows with airtight gaskets, ventilating holes, and/or removable clips to insure proper maintenance and avoid condensation damage to historic windows.
 - Install exterior storm windows, which do not damage or obscure the windows and frames.
 - Use lightly tinted glazing on non-character defining elevations and only after other alternatives above are carried out.
- DO NOT:*
- ∅ Replace original materials with vinyl or aluminum.
 - ∅ Replace historic multi-paned sash with new thermal sash utilizing false muntins.
 - ∅ Replace windows or transoms with fixed thermal glazing or permitting windows and transoms to become inoperative.

REFERENCES



Glass Repair

Energy Retrofitting

- Improve thermal efficiency with weather-stripping, caulking, and if appropriate for the building, shutters and awnings.

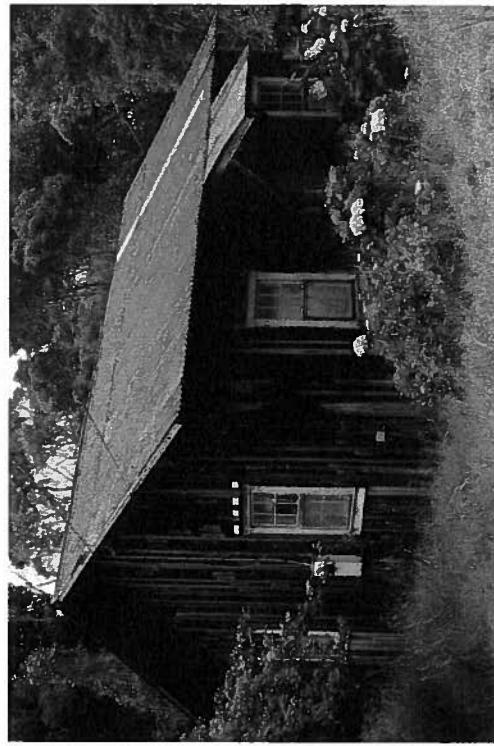
CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

ROOFING

ROOFING **IDENTIFY, RETAIN AND PRESERVE**

Identify, retain, and preserve the functional and decorative features that are important in defining the overall historic character of the building. This includes the roof's shape, such as hipped or gable; decorative features, such as vents, and chimneys; and roofing material such as wood or asphalt shingles and corrugated metal, as well as its size, color, and patterning.



- Eliminate excessive moisture problems by repairing leaking roofs, gutters, and downspouts and by securing or replacing loose or deteriorated flashing.
- Clean and maintain roofs and flashings properly so that water and debris do not collect and cause damage to the roof fasteners, sheathing, and the underlying structure.
- Repair leaking roofs. Secure or replace loose or deteriorated flashing. If aluminum is used for flashing, fasten with aluminum nails and paint.
- Insure proper ventilation to prevent condensation.
- Provide adequate anchorage for the roofing material to guard against wind and water damage.
- Check seams of metal roof and keep metal surfaces painted except for copper flashings, which are protected by their own patina. Historically unpainted roofs are the exception and should be left to weather.

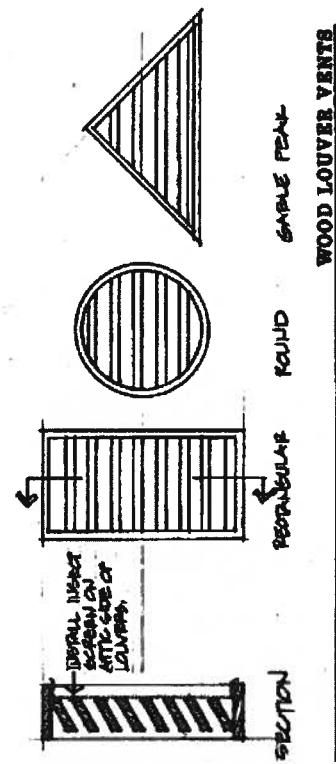
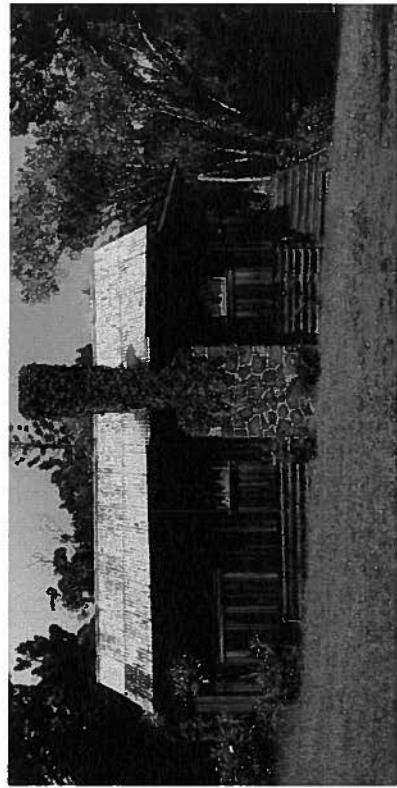
- Repair historic flashing in-kind where possible. Flashing failure is a frequent cause of leaks and damage to the roof structure and the building interior, as well as to exterior masonry. Remove existing deteriorated flashing. Insert new flashing to divert water away from building materials. Counter flash, secure and caulk.

DO NOT:

- Ø Change roof materials - The use of modern asphalt shingles as a replacement for a wood or metal roof can dramatically alter the historic building's overall appearance and compromise its historic integrity. While wood shingle is initially expensive to replace, it lasts longer and is, therefore, less expensive in the long term.
- Ø Remove historic elements - original chimneys, chimney pots, roofing, and dormers all contribute to the style and historic character of the building as well as to the visual integrity of the roof. These elements should be retained whenever possible.
- Ø Apply paint or other coatings to roofing material, that historically has been unpainted.

PROTECT AND MAINTAIN

- Inspect, evaluate, and monitor roof for signs of deterioration of roofing materials, and leaks caused by deteriorated or improperly functioning flashing, gutters, and downspouts.

**REPAIR**

Repairs will generally include the limited replacement in kind—or with compatible substitute material—of those extensively deteriorated or missing parts of features when there are surviving prototypes such as louvers, attic vents, or wood shingles on a main roof.

- Use replacement materials that are identical to the original in color, size, finish, and reflectivity.
- Use metal fasteners in metal roofs compatible with the roofing material.
- Use high quality flashing material during repair.

DO NOT:

- Ø Use substitute materials to replace or cover original materials unless damaged or deteriorated beyond reasonable repair.
- Ø Use a substitute material for repair that does not convey the same visual appearance as the rest of the roof.
- Ø Remove original eaves and overhangs. They are important design features. Repair if possible, or replace with exact replicas,
- Ø Use materials that are physically or chemically incompatible, which will eventually cause deterioration or corrosion.

REPLACE

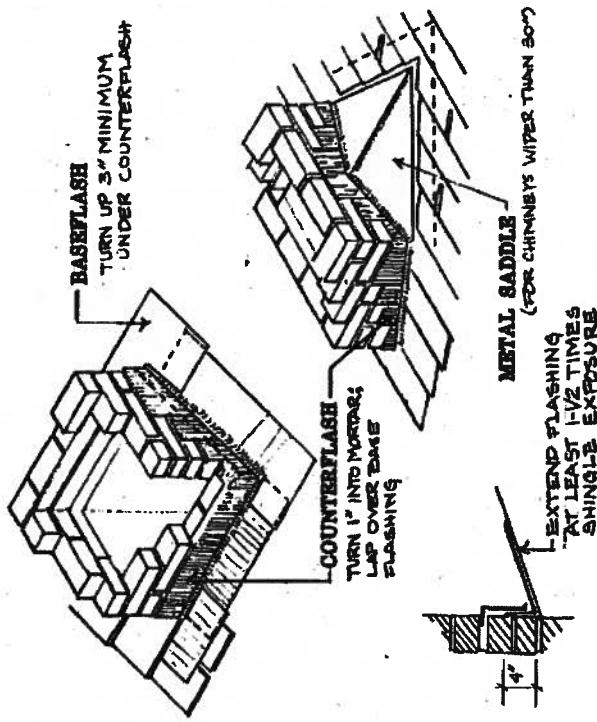
- Replace in kind roof features that are too deteriorated to repair—if the overall form and detailing is still evident—using the physical evidence as a model to reproduce the feature. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered.
- Design and construct a new feature when the historic feature is completely missing, such as a chimney or vent. Complete an accurate restoration by using historical, pictorial, and physical documentation; or use a new design that is compatible with the size, scale, material, and color of the historic building.
- Install mechanical and service equipment, such as plumbing vents, transformers, or solar collectors so that they are inconspicuous from the public right-of-way and do not damage or obscure character-defining features.
- Design additions to roofs, such as covered lanais, so that they are inconspicuous from the public right-of-way and do not damage or obscure character-defining features.
- Improve thermal efficiency. Insulate all roofs by laying batt insulation in the attic or ceiling. Failure to insulate roofs will result in wasted energy.
- Buildings that were once roofed in wood shingles should be re-roofed wood shingles to match the original. If asphalt shingles are used as a substitute, a heavy weight asphalt shingle should

CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē, Halemanu and Pu'u ka Pele Camp Lots

ROOFING

be used to better imitate the wood shingle profile. Sawn wood shingles are appropriate for most building types.



REFERENCES

The following publication contains more detailed information about roofing. It is available from the National Park Service or at www.cr.nps.gov/lnkpubs.html.

Preservation Brief 04: Roofing for Historic Buildings

Preservation Brief 16: The Use of Substitute Materials on Historic Building Exteriors

Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings

PAINT AND FINISHES

IDENTIFY, RETAIN, AND PRESERVE

Paint is a primary means of protecting the building envelope from the damaging effects of weather and moisture. Both latex and oil base paints are acceptable for exterior use.

Retain coatings, such as paint, that help protect the wood from moisture and ultraviolet light. Paint removal should be considered only where there is paint surface deterioration and as part of an overall maintenance program that involves repainting or applying other appropriate protective coatings.

PROTECT AND MAINTAIN

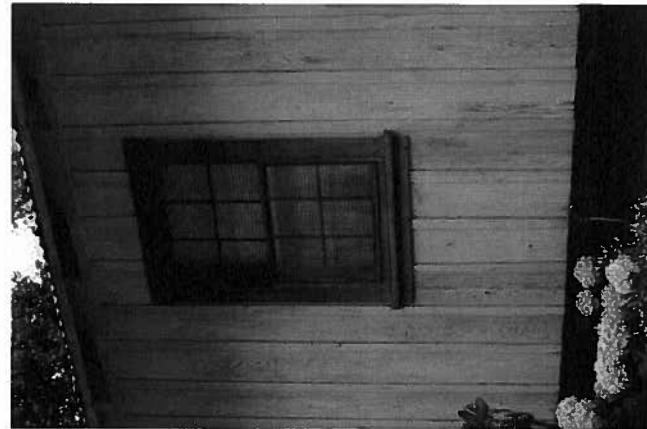
- Inspect painted wood surfaces to determine whether repainting is necessary or if cleaning is all that is required.
- Repaint with colors that are historically appropriate to the building and to the district.
- Historically unpainted buildings must remain unpainted. They can be maintained with a protective coating of boiled linseed oil or with a commercial wood preservative intended for unpainted surfaces.



Typical "Plantation" green.



Typical "Plantation" red.



White wash finish with dark trim, typical on rural buildings.

**Design Standards and Guidelines for the
Historic Kōke'e, Halemanu and Pu'u ka Pele Camp Lots**

PAINt AND FINISHES

REPAIRS

Refer to the "Masonry" and "Wood" sections in this document for specific guidelines for painting those materials.

Cleaning

- Clean surface with strong spray of garden hose. If necessary, scrub remaining soil using a diluted laundry detergent solution (1/2 cup detergent in 1 gallon water) and a natural bristle brush. Rinse thoroughly and dry.
- Remove mildew with a solution of 3 quarts warm water, 1 quart bleach, 2/3 cup trisodium phosphate or borax, 1/2 cup detergent. Scrub with natural bristle brush, hose off, dry completely.
- Remove rust stains from metal by sanding surfacing; then prime with rust inhibitive primer and touch-up with two coats finish paint. Remove rust stains from wood by sanding nail heads; then prime, set, fill, sand and touch-up with two coats, finish paint.

Preparation

- Repair all cracks, deterioration and moisture problems before painting, see section on "Wood".
- Use the gentlest means possible to remove loose and peeling paint to the next layer of sound paint using hand scraping and hand sanding (wood and masonry) and a wire brush (metal). A heat gun can be used on wood for heavy build up of paint where there is alligatoring and blistering.
- Use chemical strippers primarily to supplement other methods such as handscraping, handsanding and the above-recommended thermal devices. Detachable wood elements such as shutters, doors, and columns may—with the proper safeguards—be chemically dip-stripped.
- Insure that all surfaces are free of dirt, grease, and grime before painting.
- Prime surfaces if bare wood is exposed or if changing types of paints, such as from oil to latex.

- Generally, use oil-based paints on wood and metals and latex paints on masonry. In all cases, use high quality paint and follow manufacturer's specifications for preparation and application.
- A glossy or semi gloss surface will weather better and be easier to clean. A flat finish will hide mars and uneven surfaces better.

DO NOT:

- Ø Sandblast or use high-pressure water wash to remove paint from masonry, soft metal, or wood.
- Ø Apply latex paints directly over oil-based paints as it either will not bond or will pull the old oil-based paint off of the painted surface.

CAUTION: Lead is a health hazard. Paint manufactured before 1978 contains lead. When maintaining the paint, monitor areas of peeling paint and common friction points (windows and doors) for chipping. Prepare and repaint these areas as needed. Use drop cloths to protect the ground and collect paint chips. Be sure to limit the creation of paint dust and properly dispose of paint chips and dust. For assistance in determining proper disposal techniques, contact the State of Hawai'i Department of Health, Kauai District Health Office at (808) 241-3614.



Lead was used in light colors paints to provide coverage and is frequently found on sash and trim.



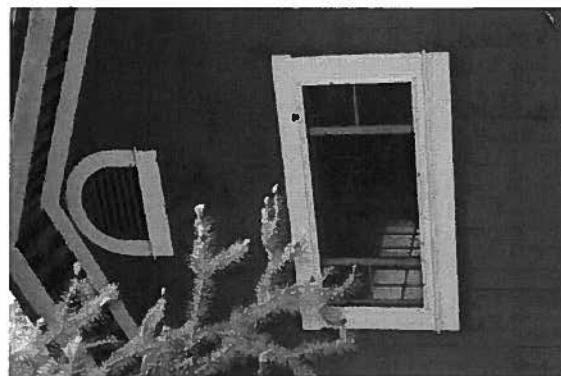
Transparent stain on wood siding.



Typical Plantation-vermacular paint scheme.

Color Selection and Placement

- Colors should be selected to complement the style and period of the house. Bright and obtrusive colors should be avoided.
- Elements of the building should be painted correctly. Trim, including horizontal and vertical trim boards, porch framing and columns, and window framing should be painted the same color. The wall, whether masonry or frame, should be a contrasting color.
- The number of colors should be limited and details, such as door surrounds or railings, should not be painted with an additional accent color.



Wood Finishes

Wood floors, stairs and railings, and trim have great value as character-enhancing elements in most of the historic buildings in Kōkē'e. 'O'hi'a rails and flooring, made from a native tree species in Hawaii, is particularly unique and should be preserved.

- Maintain wood floors by cleaning and waxing regularly. Wear and decay can be slowed through regular maintenance. Limit wear of existing wood floors in heavily trafficked areas by covering with a reversible protective surface like carpet.
- Limit paint removal. Wood should be stripped only if it is necessary to make elements operable (such as windows), or to remove lead-containing paint.

**Design Standards and Guidelines for the
Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots**

PAINT AND FINISHES

- Repaint wood trim and walls with colors that are appropriate to the historic building. Paint layer analysis is used to determine historic colors.

DO NOT:

- ∅ Use polyurethane finishes on wood.

CaneC

- CaneC is a historically significant material in Hawai'i and should be retained because it is no longer manufactured and cannot be replaced in-kind. CaneC was manufactured locally using sugar cane bagasse. CaneC is difficult to repair and the compressed fiber panels made today do not entirely match the surface texture of caneC.
- CaneC is a relatively soft material; care should be taken to not damage the boards through accidental hitting and nicking during normal use.
 - If caneC boards need to be replaced, they should be replaced with another fiberboard material. Gypsum board is an acceptable substitute only if all or almost all of the caneC on a surface has been destroyed.

Ceramic Tile

Residential bathrooms often had architecturally significant tile work. Tiles patterns give personality to these functional spaces and contribute to the architecture's character and warmth.

- Special attention should be given to the maintenance, cleaning, and repair of these tiles. Ceramic tile can be cleaned with mild cleaning solutions, but never with abrasive cleaners. The tile should be checked periodically for loose or missing grout.
- Any tiles that become loose should be reset before they become lost or damaged.
- New tiles shall match existing. This may require custom firing tiles.

Asbestos

Asbestos is a general term for a group fibrous minerals that occur naturally in rocks and soil. Asbestos has been incorporated into thousands of building products in use in the United States since the early 1900s. Breathing asbestos fibers is known to cause several diseases that may not appear until years later. A series of EPA rules banning most asbestos-containing materials went into effect in the late 1980s. Older houses, which may also include some at Kōkē'e, are more likely to contain asbestos.

Asbestos-containing materials are known as friable or non-friable. In friable form, the asbestos materials can be easily crumbled, broken or crushed, releasing asbestos fibers into the air. Examples of this type of asbestos are pipe wrap and acoustical ceiling tiles. Friable products can easily release fibers into the air and is most harmful when the fibers are inhaled into the lungs. There are several methods to prevent fiber release. If possible, asbestos-containing materials can be encapsulated (applying a sealant to bind the fibers together) or enclosed (installing a rigid structure around the asbestos-containing material). The third method is complete removal.

In non-friable form, asbestos fibers are bound up in another hard material. Examples of this type of asbestos are some vinyl floor tiles and vinyl sheet flooring, asbestos-cement siding and roof shingles, or roofing tar. These products seal the asbestos fibers in the material. Unless these materials are damaged by methods such as sanding, cutting, tearing, or breaking, non-friable products pose little threat.

All encapsulation or removal tasks should be performed by a properly licensed contractor. Before undertaking major renovations, consider having a properly licensed asbestos hazard evaluation specialist examine the house. The work will include a visual inspection and collection of small samples for lab analysis. Laboratory analysis is the only sure way to identify asbestos fibers. Contractors are listed in the Yellow Pages under "Asbestos." If you accidentally come into contact with asbestos-containing materials, remember: Never use power tools. Never dry sweep or

**Design Standards and Guidelines for the
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PAINT AND FINISHES

use a vacuum cleaner. Always use wet clean-up methods. Dampen materials and seal in plastic bags for disposal. Launder clothes separately.

For more information, contact the EPA Asbestos Hotline at 1-800-368-5888 or go to <http://www.epa.gov/asbestos/ashome.html>

REFERENCES

The following publications contain more detailed information about painting and color selection. These are available from the National Park Service or at www.cr.nps.gov/lnkpubs.html.

Preservation Brief 06: Dangers of Abrasive Cleaning to Historic Buildings

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork

Preservation Brief 28: Painting Historic Interiors

Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing

Preservation Brief 40: Preserving Historic Ceramic Tile Floors

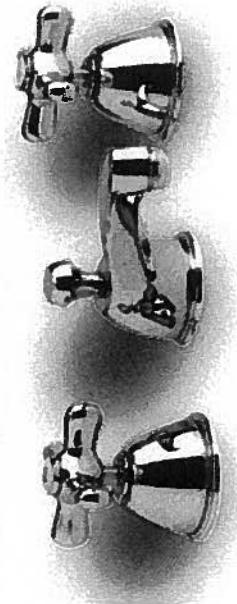
PLUMBING

IDENTIFY, RETAIN, AND PRESERVE

Plumbing fixtures are utilitarian features designed to maintain sanitary living and working conditions. When porcelain wears off or fixtures become cracked, maintenance in a sanitary state becomes more difficult. Rusting and worn faucets and other trim also become maintenance problems and cause wear to other components of a plumbing system. Deteriorated plumbing fixtures may be rechromed, reporcelained or replaced.

PROTECT AND MAINTAIN

- Prevent accelerated deterioration of mechanical systems by providing adequate ventilation of attics, crawlspaces, and cellars so that moisture problems are avoided.
- Check all main shut-off valves yearly to assure they won't rust or break off in an emergency. Tag them if they are not easily identified.
- Clean drains when sluggish to avoid clogs. Keep drain strainers in place and clean often to keep drains open.
- Clean porcelain and chrome fixtures with a non-abrasive cleaner such as Lysol Bathroom Cleaner.
- Drips should be repaired as they occur, to prevent wear to fittings and to porcelain finish.

***DO NOT:***

- Ø Pour cooking grease down drains, which will cause them to clog.

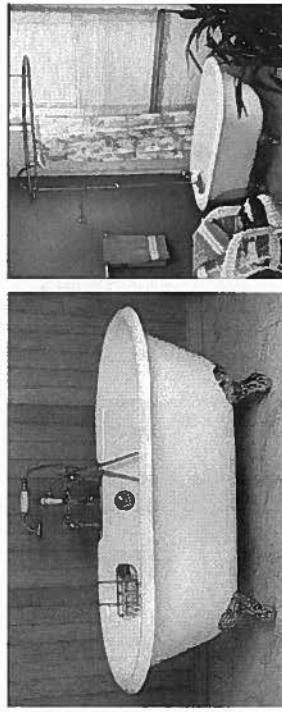
REPAIR

Although most plumbing work will probably be done by a specialized subcontractor, familiarity with older plumbing and basic repair and maintenance techniques are important to the overall maintenance of Kōke'e.

Older plumbing often utilizes cast iron soil lines, galvanized water lines and clay pipe sewer lines. Since these materials differ from what is in common use today, connections between different materials and contact corrosion between different materials are chief concerns when repairing or modifying an existing system.

- To avoid corrosion, always connect new copper pipe to old galvanized pipe with a dielectric union or a neoprene sleeve with No-hub couplings that consist of a neoprene sleeve with stainless steel band clamps at both ends, are available for

- connections to old cast iron. A Calder coupling, which compensates for differences in pipe thickness, is available for connecting to old clay pipe.
- Cut galvanized pipe with a handsaw, cut copper with a tubing cutter. Always use dielectric unions with dissimilar metals. Never join dissimilar metals.
- If a framing member is cut during piping installation always reinforce the member with steel or plywood plates. Do not cut into historic millwork.
- When soldering, keep a spray water bottle or fire extinguisher handy.

**REPLACE**

- Replace in kind—or with compatible substitute material—those visible features of mechanical systems that are either extensively deteriorated or are prototypes such as vents, grilles, or plumbing fixtures.
- When piping systems reach 60 years of age they should be scheduled for replacement. This will be more cost effective than various patches and repairs that may start a chain reaction of leaks.
- When selecting replacement fixtures it is important and most economical to specify high quality, durable products. The design of fixtures should be compatible with the substantial look of historic forms. Extremely modern or fashionable designs will soon look inappropriate in a historic setting.

- Replace cracked or worn fixtures with best quality new fixtures of compatible form and proportion. If otherwise serviceable, fixtures may be reporcelained.

REFERENCES

- Preservation Brief 18: Rehabilitating Interiors in Historic Buildings - Identifying Character-Defining Elements.*
- National Park Service/Heritage Preservation, Inc. Caring for Your Historic House. Comprehensive guidance focusing on the importance of maintenance in the preservation of historic homes.*
- Harry N. Abrams, Inc. 1998.*

CHAPTER 4

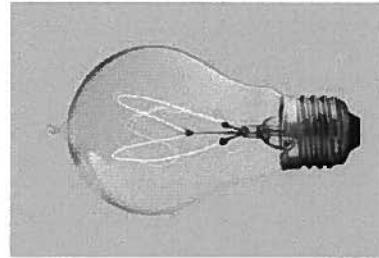
Design Standards and Guidelines for the Historic Kōke'e, Halemanu and Pu'u ka Pele Campplots

LIGHTING AND ELECTRICITY

LIGHTING AND ELECTRICITY

IDENTIFY, RETAIN, AND PRESERVE

The existing lighting and electrical systems in Kōke'e's recreational residences contribute to the historic character in their design and the type of lighting they provide. These guidelines augment the Secretary of Interior's standards for electrical systems, which are oriented toward preserving historic systems and incorporating new systems in historic buildings.



Period light fixtures and parts are available from many suppliers. See "Resources".

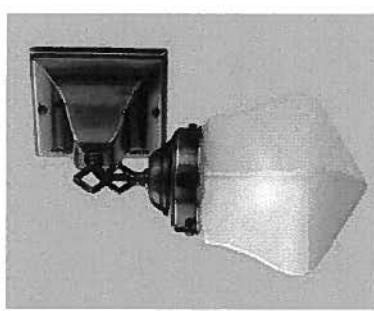
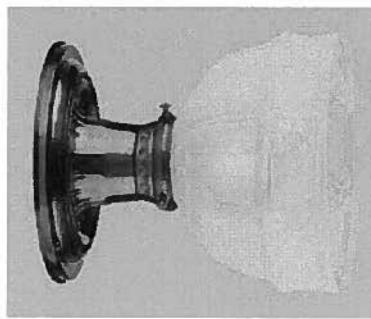
PROTECT AND MAINTAIN

Building & Site Lighting

- All original light fixtures should be preserved. Historic electrical fixtures should be cleaned and rewired to meet existing codes.
- Traditionally, exterior lights were simple in character that used incandescent lamps. These were relatively low in intensity and were shielded with simple shade devices. This tradition should be continued.
- Exterior lighting should be a subordinate element, so that the stars in the night sky are visible.
- Non-historic light fixtures should be replaced to match the original whenever possible, or should conform to the character of the building. Care should be taken to ensure that new "period" light fixtures are similar in style and era to the

architectural style of the building. It is usually better and safer to be more conservative by choosing an understated modern piece that "disappears" in its environment.

- Traditional materials such as baked enamel or porcelain, oxidized copper and cast iron should be used.
- Indirect lighting should be used whenever possible so that the light source is hidden from direct view.
- Replacement period lighting can utilize efficient fluorescent lamps as long as they are supplied with warm-colored (not the typical cool-white) lamps.



Examples of period-appropriate exterior lanai lighting from Rejuvenation.

DO NOT:

- Ø Install fluorescent strip fixtures, spot lights, flood lights, and other unshielded, high intensity light sources and those that direct light upward are inappropriate.

Exterior flood lights should be shielded.

CHAPTER 4

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Campplots

LIGHTING AND ELECTRICITY

REPAIRS

Miscellaneous Electrical

- New electrical outlets should be mounted in walls rather than in historic baseboards. Electrical device plates should match historic finishes in historic interiors.
- Conceal new wiring wherever possible. If wiring cannot be concealed, use wood surface raceways, carefully attached to avoid damaging historic materials, and painted in the same finish colors as the adjacent surfaces.

- Run the wires in the inconspicuous places, along molding edges, for instance, rather than across flat wall molding edges.
- Do not overload circuits with excessive fixtures and equipment.

DO NOT

- ∅ Deface millwork when making repairs.

Telephone and Cable Wires

- Wires for telephone and cable connections are often run on the surface and can look unsightly if not installed neatly. Run new wires at floor level rather than on top of baseboards.
- Clips holding the wires in place should be installed without damaging any moldings or other historic elements.

Panel Boxes, Breakers and Meters

- Repairs to electrical service and distribution equipment should be done by a certified electrician with experience in historic buildings.
- New equipment should be installed in areas and spaces that will require the least possible alteration to the historic structure.

Location of Electrical Equipment

- When it is necessary to install electrical equipment on or around the exterior of a historic building, the equipment should be placed in as unobtrusive a location as possible.

- Equipment on the ground should be located away from pedestrian entry points, preferably on less visually important sides of a building and shielded by landscaping or walls.

DO NOT:

- ∅ Place equipment on roofs unless they cannot be seen from most public vantage points.

REPLACE

- Electrical work should be done by a certified electrician and coordinated with finish trades.
- All conspicuously mounted conduit should be rerouted along the baseboard or concealed in corners and finished to match adjacent surfaces.

DO NOT:

- ∅ Locate service equipment on primary facades of historic buildings.

REFERENCES

- National Park Service/Heritage Preservation, Inc. Caring for Your Historic House. Comprehensive guidance focusing on the importance of maintenance in the preservation of historic homes.
Harry N. Abrams, Inc. 1998.

NEW CONSTRUCTION**Architectural Character**

Traditionally, buildings in Kōkē'e were simple in character. This is a fundamental characteristic that is vital to preserving the historic integrity of the District.

- Respect the design character of the nearby historic properties.
- New buildings shall be designed to blend in with, but not copy, the historic buildings. The exact copying or replication of historic styles is contrary to the Secretary of the Interior's Standards.
- New buildings shall appear simple in form and detail, in keeping with the rustic tradition of Kōkē'e.
- New buildings shall be compatible with the historic and architectural character of the area while also recognized as products of their own time. It is important for a new building to use similar primary building materials.



The new building (left) complements the character of the historic cabin.

DO NOT:

- Ø Imitate or duplicate the historic and architectural character and appearance of an earlier period.
- Ø Use stylistic ornamentation that confuses the history of Kōkē'e.
- Ø Use ornamental details with constraint, and do not copy historic details from unique or exceptional buildings.

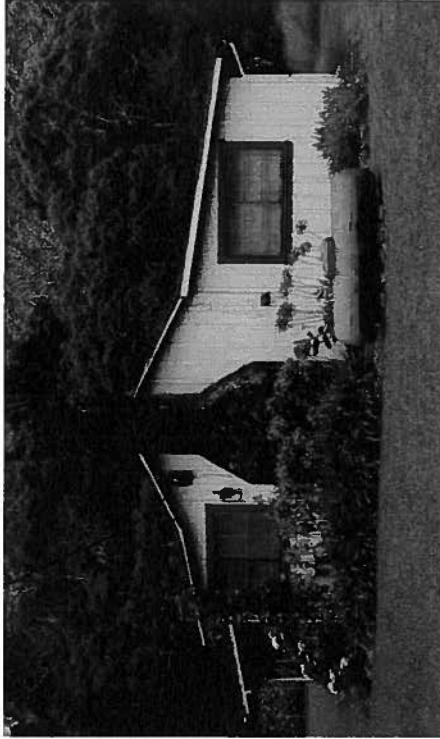


Exceptional architecture: Hagini House (l); Danford House (r).

- Ø Construct domes, log homes, A-frames, mobile homes, and other non-traditional building types that are not consistent with the historic character of the District.

Building Form

- Most historic buildings in Kōkē'e have very simple rectangular forms, and new structures shall respect this design tradition. New construction shall appear similar in mass and size to historic structures. The height, width and depth of a new building shall be compatible with nearby historic buildings.
- The proportion of the facades of new buildings; e.g., the relationship of a building's width to its height, shall be similar to, and compatible with, existing adjacent buildings as seen from the street and publicly accessible areas.
- Break up the massing of larger new buildings into components that reflect this traditional size.
- Use traditional roof forms. Sloping roof forms, such as hip, gabled and shed, shall be the dominant roof shapes in residential contexts.



Typical side gable roof with shed roofed additions.

DO NOT:

- Ø Construct buildings that differ greatly from the existing pattern of simple forms and shapes, or in the relation of height to width from that of adjacent historic buildings.
- Ø Construct non-traditional roof forms. Flat roof lines are inappropriate, except on accessory structures.

of compatibility with its historic context. Traditional siting patterns should be respected.

- New construction shall avoid intruding upon the primary elevations of historic buildings, or be placed away from the elevations normally seen by the public.
- A new building shall be set back a similar distance from the street as those nearby historic buildings and incorporate a landscaped area that is in keeping with the District. Other alignments, such as those seen from similar eave heights, porch heights and the relative alignment of window and door moldings, are also important.
- The scale of new construction shall be less than or equal to the size of the existing historic property. A new building shall complement the general size, shape and proportions of the historic buildings.

DO NOT:

- Ø Vary the setback of new buildings significantly from the adjacent historic buildings.
- Ø Install landscaping that is historically inappropriate and/or blocks historic views or site lines to historic properties.

Number of Residences



Hipped roof.



Gable roof.

Building Orientation and Siting

The manner in which a new building, both primary and accessory structures, relates to the road is an important consideration in terms

Accessory structures shall be located behind and subordinate to the primary recreational residence.

CHAPTER 5

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

GUIDELINES FOR NEW CONSTRUCTION

Minimum Lot Size

10,000 square feet

Minimum Building Setbacks

For lots 10,000 square feet to one acre:

Front : 15 feet
Sides : 15 feet
Back : 15 feet

For lots over one acre:

Front : 25 feet
Sides : 25 feet
Back : 25 feet

Exceptions: Allowable building area extensions 36 inches in 15 foot setback 42 inches in 25 foot setback (e.g., eaves and decks). Site characteristics and lot shape may be a factor in adjusting minimum setbacks when so determined by the board.

Maximum Developable Area:

Means the total floor area in square feet allowed under the approved land use. The floor area computation shall include: all living areas under roof, including decks, garage or carport.

In addition to the MDA, additional accessory structures may be allowed. Examples include: swimming pools, saunas, developed water features, play courts, and other standing structures. The total area shall not exceed 2,000 square feet.

For lots 10,000 sq. ft. to one (1) acre: 3,500 square feet.

For lots larger than one (1) acre: 5,000 square feet.

Exceptions: The Board may grant additional maximum developable area when requested by the applicant, with justification. The

deviation shall be limited to 15 percent. Site characteristics and the degree of pre-existing site disturbance may be a further limiting factor in the calculation of maximum developable area when so determined by the Board.

Maximum Landscaped Area:

For lots 10,000 sq. ft. to one (1) acre: Maximum 25 percent of the lot can be landscaped.

For lots larger than one (1) acre: Maximum 15 percent can be landscaped.

Maximum Height Limit

The maximum height of the building shall not exceed twenty-five feet measured from the highest point of the roof structure (excluding any allowed chimney, antenna, vents, or similar protrusions) down to the lower of the existing or finished grade at the lowest corner of the building.

Foundations and Framing

Many of Kōkē'e's historic houses are of single-wall construction with post and beam on stone footings. This tradition shall be continued.

- Building foundation walls shall be compatible with similar historic buildings in the District.
 - The form, materials and detailing of exposed structural members shall be similar to that of nearby historic structures.
 - Stone sizes, texture and colors shall be similar to those traditionally found in the District.



- DO NOT:**
- Ø Use concrete masonry units (*block*), cast-in-place concrete, or earthen construction for exposed foundations.

Exterior Walls and Finishes

Traditionally, a limited palette of building materials - wood, stone, and metal - were used in Kōkē'e. Wood, however, was the primary building material for residential structures. Accessory structures, which were usually constructed of wood or corrugated metal, were more rustic and utilitarian in character.

- New materials shall relate to those used in the District and have a simple finish, similar to those seen historically.
- Maintain the existing range of exterior wall materials found throughout the District, including board-and-batten siding, vertical tongue and groove board siding, and, in rare applications, wood shingle siding.
- Exterior wood finishes shall appear and be applied in a manner similar to those used historically. Use materials that have a demonstrated durability in this climate and have the ability to be repaired under reasonable conditions.
- Maintain protective coatings of paint or opaque stain on exterior wood siding, especially for plantation-style buildings. Colors shall be consistent with historic buildings in the District. Unfinished wood siding is appropriate for rustic-style buildings in the District. The size, spacing and lap dimensions of siding shall be similar to that found traditionally, (for example, 12-inch boards with 3-inch battens, or 1x 6 flush-joint tongue-and-groove boards).



DO NOT:

- Ø Use stucco, EIFS, concrete block, scored plywood (T1-11) or hardboard panels, vinyl or aluminum siding, as these are not consistent with the historic character of the District.
- Ø Use synthetic materials, such as cement board siding, or reflective materials, such as mirrored glass or polished metals.

Roofs

A limited number of roof materials are evident in the historic District. Today, the use of corrugated metal dominates. Historically wood shingles were used in Kōkē'e. Roof materials and slope (pitch) on new buildings shall appear similar to those used traditionally.

- Typically older buildings used pitches greater than 5-in-12.
- The roofs of new buildings visible from the street and public areas shall relate in shape, pitch and materials to the roofs of existing adjacent buildings. Gable and hipped roof forms are found throughout the District.
- Corrugated metal roofs are appropriate. Metal roof materials shall be painted with traditional colors, or left unfinished to weather.
- Historic metal roofing was typically nailed directly to the rafters. The screws, bolts, and washers used today provide a sounder means of fastening the panels to the structure; however, aesthetically, the larger modern fastener heads do not match the historic appearance. The fastener size shall be as similar to the nail profile as possible.
- Asphalt shingles are inexpensive and have a relatively long life. A good quality composite (asphalt) shingle in muted colors is appropriate.
- Other shingle types, such as recycled rubber or simulated metal, while not appropriate for historic buildings, may be considered for new construction.

**Exterior Architectural elements**

- Entrances, porches, and other projections shall relate to the pattern of existing adjacent buildings and contribute to a consistent rhythm and continuity of features in the District.
- The architectural details and articulation of new buildings shall relate to that of existing buildings. Such details may include chimneys, railings or shutters.

DO NOT:

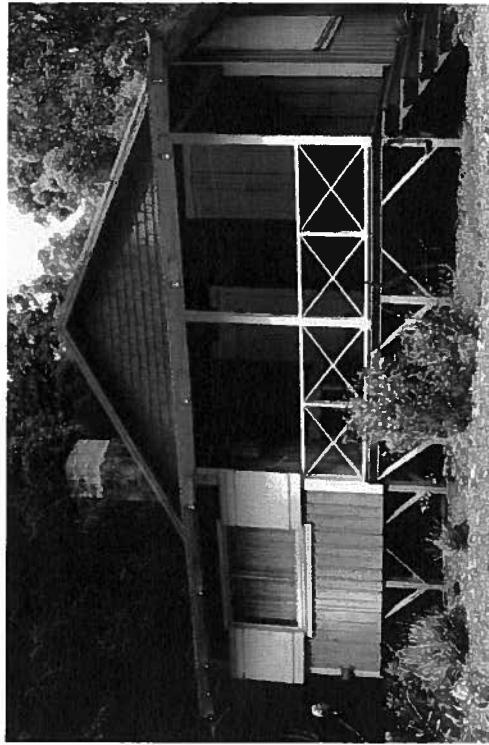
- Ø Use modern metal roofing materials, such as standing seam, which do not have proportions consistent with the historic character of the District.
- Ø Use rustic wood shakes; wood shingles are historically appropriate.

Windows, Doors and Other Openings

- The proportion or ratio of width to height, of a new building's windows and doors shall relate to the proportions of existing adjacent buildings visible from the street and public areas.
- The rhythm of solids and voids, as well as the proportion of openings to solid planes in a new building, shall have a compatible relationship with the pattern of characteristics of existing adjacent buildings. Most of the existing historic buildings in the District have a much larger proportion of solid walls than of openings.

DO NOT:

- Ø Vary the proportions of window and door openings in new buildings from that of adjacent historic buildings.
- Ø Construct new buildings lacking the rhythm of solids and voids in relationship to existing patterns in the District.



Detailed guidelines for lanai and porches are included in the section "Additions."

REFERENCES:

More detailed information about building codes used in Hawai'i can be obtained from the County of Kauai, Office of the County Clerk, Council Services, 4396 Rice Street #206, Lihue, Kauai 96766.
Also see:

Working On the Past In Local Historic Districts, available at
<http://www.cr.nps.gov/hps/workingonthepast/index.htm>

MODEL CHECKLIST FOR NEW CONSTRUCTION AND ADDITIONS

This checklist is to assist Recreational Residence Design Review Committee members in the review of proposed projects. It is intended to ensure that, to the greatest degree possible, a full review is conducted and to minimize the possibility of something "slipping through the cracks."

The Secretary of Interior's Standards discourage new construction that is a copy of a historical style. That is, new construction can be built in a contemporary manner provided it is consistent with the character of the neighborhood and respects historical styles without copying them.

To judge whether an application meets the design guidelines for the District, commission members must determine if the project supports and maintains the stated goals of the District and respects the design elements that characterize the District. The commission should first evaluate the project in terms of the larger issues of context, scale, massing, and height, followed by the details. The Commission should also consider the long-term effects that the project may have on the District.

Architectural Character

Is the architectural character consistent with the neighborhood and other buildings on the lot?

Building Form

- Is the form of the building compatible with the neighborhood? Is the building shape consistent?
- Is the building height consistent with other buildings in the neighborhood (despite what the current zoning allows)?
- Are the facade proportions consistent with the neighborhood (are the horizontal and vertical emphases compatible)?

Roof

- Is the roof shape consistent with the neighborhood? For example, are flat roofs proposed in an area of hips and gables?
- Is the roof shape of any additions consistent or complementary to the existing building?
- Is the roof pitch (slope) compatible?
- Is the overhang and eave detailing consistent?

- Is the overall scale of the project consistent (neither too large and imposing nor underscaled and inappropriate)?

Additions

- Is the placement, form, and bulk of any addition consistent with the neighborhood and other buildings on the lot?
- Is the building within its allowable envelope (floor area, height)?

Orientation and Siting

- Is the setback, orientation and spacing between buildings consistent with the historic pattern in the District?
- Is the foundation design consistent with the neighborhood?

Foundations and Framing

- Is the foundation design consistent with the neighborhood?
- Consistency and compatibility of materials is critical. Be sure to review all elements, including wall surfaces, foundations, and roofs. Other less obvious, but still important items include trim, gutter and downspouts, louvers and vents, lighting, and public utilities.
- Do the proposed colors conform to the color palette established for this District?

Exterior Walls and Finishes

CHAPTER 5

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

GUIDELINES FOR NEW CONSTRUCTION

- Do dormers, skylights and other appurtenances exist elsewhere in the District? Are they sensitively designed for this project?
- Are chimneys designed to be consistent with others in the District?

Windows

- Is the window type or style consistent (double-hung, sliding, casement, etc.)?
- Are the shape and proportions of the windows compatible?
- Is the rhythm and balance of the window pattern complementary to the District?
- Are the shutters or other shade structures consistent with the District?

Landscape

- Is there an effort to preserve mature trees?
- Is the proposed landscape consistent with the District?

Site Improvements

- Are walkways consistent with the historic pattern?
- Are driveways cut in such a way that they do not hamper historic resources?
- Are retaining walls of the same or similar material and height as the historic pattern?
- Do fences obscure historic the resource?
- Are fence materials historically consistent?

Doorways

- Is the placement and orientation of the door consistent with the District? For example, is the door placed to the side of the building when the historic pattern is on the front?
- Is the type of door and hardware consistent?

Exterior Architectural Elements

- Are door platforms and steps consistent with the District?
- Are porches and decks used and treated in a manner consistent with the area?
- Do any architectural elements block or obscure historic elements?

Accessory Structures

- Is the carport or garage located appropriately?

GUIDELINES FOR ADDITIONS TO EXISTING BUILDINGS

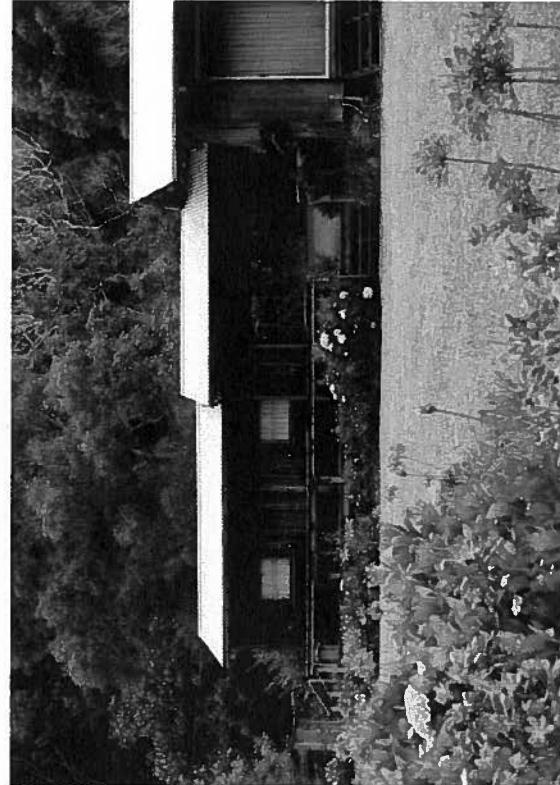
This chapter presents design standards and guidelines for the treatment of existing additions to historic properties and the design of new ones. The construction of an exterior addition to a historic building may appear to be essential for the new use, but the guidelines emphasize that such new additions should be avoided and considered only after it is determined that those needs cannot be met by altering interior spaces.

Standards for Additions

- Attempt to accommodate needed functions within the existing structure without building an addition.
- Respect the existing historic character of surrounding buildings in the District and insure that the new addition will complement this historic character.
- Respect the scale, massing, materials, and window spacing of the historic building, but do not attempt to duplicate form, material, and style, so that the addition is sensitive to the historic building.
- Design new additions as separate, but connected, structures.
- Place new additions, such as balconies, decks, exterior stairs and greenhouses on the rear or inconspicuous sides of the building.
- Construct a new addition so that character-defining features are not radically changed, obscured, damaged, or destroyed in the process of rehabilitation.
- New additions may be contemporary or may reference design motifs from the historic building. In either case, they should always be clearly differentiated from the historic building and be compatible in terms of mass, materials, relationship of solids to voids, and color.

DO NOT:

- Ø Use the same wall plane, roofline, or materials that may make the addition appear original to the historic building.



This lanai addition is a separate, but connected, structure and utilizes details and materials from the original structure.

EXISTING ADDITIONS

An early addition typically used forms and materials that were similar to the main building and it remained subordinate in scale and character. The height of the addition was usually positioned below that of the main structure, and it was often located to the side or rear, such that the primary facade remained predominate.

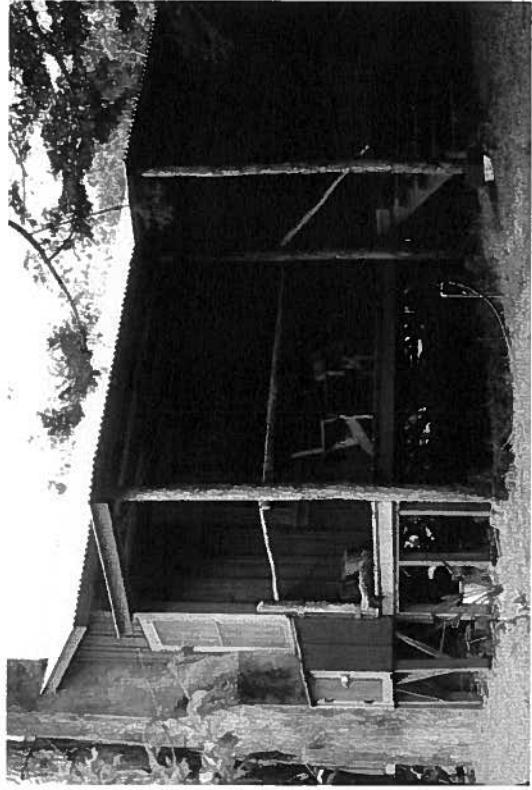


- Preserve an older addition that has achieved historic significance (i.e., at least fifty years old) in its own right and should be respected. An early addition to a building may be evidence of the history of the structure, its inhabitants and its neighborhood.
- More recent additions that are not historically significant (i.e., less than fifty years old) or structures that are not compatible with the historic building may be removed.

NEW ADDITIONS

When planning an addition, consider the impact the new structure will have on the historic building. The loss of the historic fabric should always be minimized. A design for a new addition that would create an appearance inconsistent with the historic character of the building

is inappropriate. The new work should be recognized as a product of its own time and be visually compatible with the original.



Lanai addition in character with existing building.

- Additions shall not obscure or damage character-defining features (such as windows, doors, porches, brackets or roof lines).
- Additions shall be visually subordinate to the main building.
- An addition shall respect the proportions, massing and siting of the historic building. Set an addition back from the primary facade in order to allow the original proportions, form and overall character of the historic building to remain prominent.
- The form and detailing of an addition shall be compatible with the historic building. Simpler details on an addition can help distinguish it from the original structure.
- A substantial addition shall be distinguishable from the historic building so it can be understood as a more recent change. This can be accomplished with a jog in the wall planes, or by using a corner board to define the connection, or a subtle change in

CHAPTER 6

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots

GUIDELINES FOR ADDITIONS

material, or a subtle differentiation between historic and more current styles.

- A small connector linking the historic building and the addition may be considered.

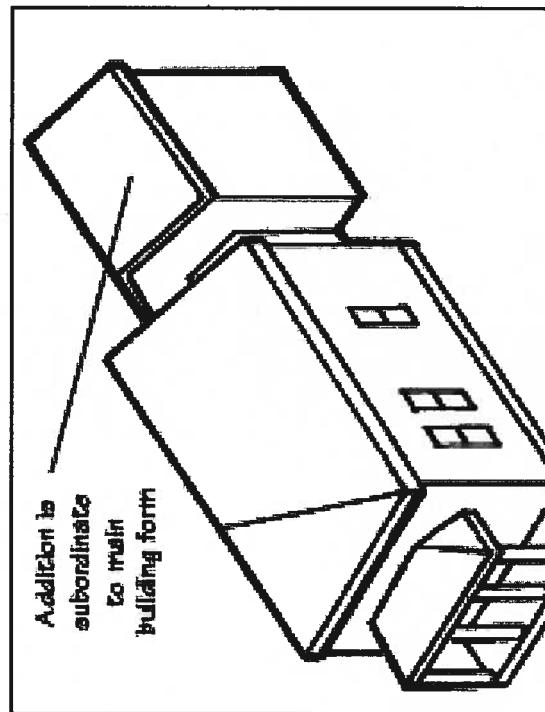


Diagram illustrating that it will contribute share or identity to character of the original building.

Roof Additions

- A roof addition shall be in character with the style of the primary structure.
- The size of a roof addition, including dormers, shall be kept to a minimum and should be set back from the primary facade so that the original roof line and form is seen from the street.



- The materials of an addition shall be compatible with those of the primary structure. Matching the historic material is an appropriate approach, although new materials also may be considered.
- Windows in an addition that are visible from the public way shall be compatible with those of the historic structure.

DO NOT:

- Ø Create additions that imply an earlier or later period than that of the building or convey an inaccurate variation on the historic style. For example, adding ornate "Victorian" details to a simple Kōkē'e cabin would not be appropriate.

This lanai addition is appropriately located on the rear elevation and utilizes materials similar to the original structure.

Covered Lanai Additions

Outdoor entertainment areas have been a feature at Kōkē'e since Knudsen's early days camping at Halemanu, when the primary activity in Kōkē'e was to spend time outdoors. In the early 1900s, Knudsen's tennis court featured a thatched-roof shelter.



CHAPTER 6

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots

GUIDELINES FOR ADDITIONS

Today, some of Kōkē'e's recreational residences feature covered lanai or detached shelters that are reminiscent of Knudsen's earlier structures. Some Kōkē'e cabin owners have also transformed carports into outdoor living areas. Most of these structures appear to be used primarily for outdoor dining. In any case, they are appropriate in their historic use, and provide an important extension of living space during inclement or hot weather.

- Covered shelters may be constructed in yard areas away from the main structure.
 - Shelters should be rustic and utilitarian in appearance.
- DO NOT:**
- Ø Add covered lanai additions to primary facades.
 - Ø Enclose porches, since this changes the historic character of the building.



Modern Conveniences and Code Requirements

Careful consideration should be given to the design and placement of modern conveniences and to changes required by building codes on and around historic buildings. Careful consideration shall be given to changes required by building codes and to the design and placement of modern conveniences on and around historic buildings.

Such items include dish antennae, external water heaters, utility meters, trash container storage, utility wires, and ramps for the handicapped.

- Retain plant materials, trees, and landscape features to perform passive solar energy functions, such as sun shading and wind breaks.
- Install freestanding antennae in an inconspicuous manner so as not to detract from the property's historic character.
- Screen trash containers, external mechanical equipment, and utility meters with landscaping or a screen constructed to blend with the building.
- Comply with all health and safety codes in such a manner that character-defining features and finishes are least affected.

DO NOT:

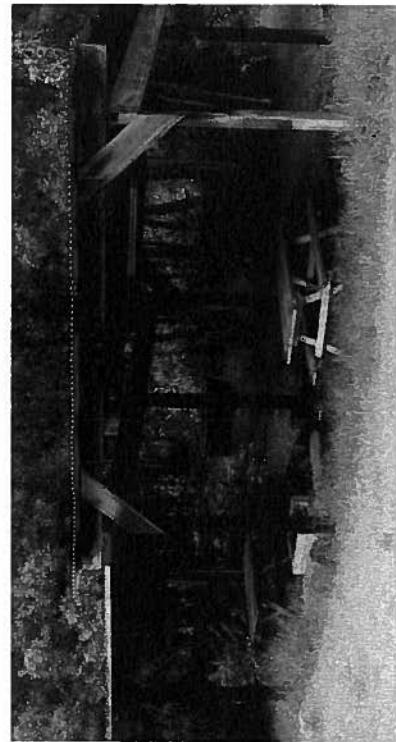
- Ø Place dish antennae or other modern conveniences on conspicuous roof areas or near the roadway as to detract from the historic character of the building and the District as a whole.

REFERENCES

More detailed information about building codes used in Hawai'i can be obtained from the County of Kauai, Office of the County Clerk, Council Services, 4396 Rice Street #206, Lihue, Kauai 96766.

The following publication contains more detailed information about new additions to historic buildings. It is available from the National Park Service or at www.cr.nps.gov/linkpubs.html.

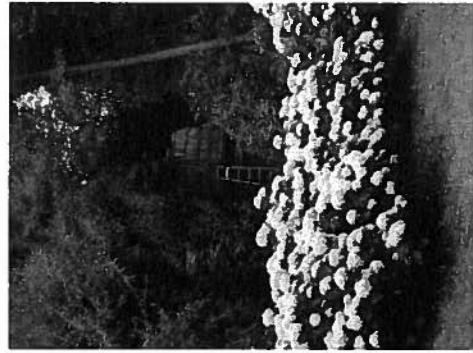
Preservation Brief 14 – New Exterior Additions to Historic Buildings: Preservation Concerns



SITEWORK AND LANDSCAPING

IDENTIFY, RETAIN AND PRESERVE

Identify, retain, and preserve buildings and site features that are important in defining a property's overall historic character. Site features may include circulation systems such as walks, paths, roads, or parking; vegetation such as trees, shrubs, fields, or herbaceous plant material; landforms such as terracing, berms or grading; fences and decorative elements; adjacent open space such as fields or woodlands, and important views or visual relationships. Retain the historic relationship between buildings and landscape features of the setting.



REPAIR

Repair will also generally include the replacement in kind—or with a compatible substitute material—of those extensively deteriorated or missing parts of features when there are surviving prototypes, such as lanai railings or paving materials.

REPLACE

Landscaping & Plant Materials

- Preserve important landscape features with regular ongoing maintenance of historic plant material. Existing on-site vegetation shall be retained whenever possible.
- Existing historic site features, such as fences, pathways and trees, shall be preserved, and shall be protected during construction.
- Lack of periodic maintenance can cause serious damage to buildings, including deterioration of foundations from extensive root systems, physical damage from landscape against building elements, and moisture problems to building fabric.
- Ground surfaces shall slope away from building foundations to reduce the amount of groundwater immediately next to foundations. Constant moisture against foundations will cause deterioration.
- Keep dense plant growth away from wood exteriors. Allow at least 3 feet between wood siding and hedges. Prune overhanging branches of trees so they are kept 3 feet away from roof eaves.
- Minimize disturbance of terrain around buildings or elsewhere on the site, thus reducing the possibility of destroying or damaging important landscape features or archaeological resources.
- Plants and lawns shall be fertilized on at least an annual basis.
- Evaluate the overall condition of the materials and features of the property to determine whether more than protection and maintenance are required, that is, if repairs to building and site features will be necessary.

PROTECT AND MAINTAIN

Historic landscapes present a difficult planning problem in a district. Unlike buildings, which may be repaired, plants mature and die, or, in cases of neglect, become too overgrown for pruning. Proper maintenance includes replacement of plant materials and trees with similar varieties that are in keeping with the character of the original planting scheme.



- If planting is incidental, remove it. If it adheres to historic planting arrangement, replace in kind or in accordance with a comprehensive landscape plan.
- If a tree is too close to a building, replace it in kind but relocate its position to allow for adequate clearance from the structure.

Incipient Invasive Species

Incipient species are alien plants that have not yet become established, but that pose a significant threat due to their aggressiveness, rapid rate of dispersal, and characteristics of killing off, crowding out, or otherwise displacing native vegetation. These plants have a good potential for being eliminated from sensitive areas, thus often are priority plants for eradication efforts and are NOT RECOMMENDED for new plantings. They include:

- ∅ Australian Tree Fern (*Cibotium chamissoi*)
- ∅ Chinese Privet (*Ligustrum sinense*, Oleaceae)
- ∅ Firethorn (*Pyracantha angustifolia*)
- ∅ Glory Bush (*Tibouchina urvilleana*)
- ∅ Tree Privet (*Ligustrum lucidum*, Oleaceae)

Established Invasive Species

Established species are alien plants that have become naturalized in the environment, even to the point of becoming emblematic of Hawaii (e.g., ginger). In many areas they compose the majority of the vegetation type, and no reasonable potential for eradication exists. These plants do pose a significant threat in areas of primarily native vegetation. Control efforts for these plants focus on containment and removal from native-dominant vegetation areas. Established species in the two parks includes:

- Australian Blackwood (*Acacia melanoxylon*)
 - Banana Poka (*Passiflora mollissima*)
 - Blackberry (*Rubus fruticosus*)
 - Black Wattie (*Acacia mearnsii*)
 - Bush Beardgrass (*Schizachyrium condensatum*)

- In new landscape designs, use plant materials that are compatible with the historic context and climate of Kōkē'e (refer to "Development of a Cultural Landscape" in Chapter 3). Existing, native landscaping shall be incorporated into the final landscape.
- In many cases, trees and shrubs adjacent to buildings have become too overgrown for effective pruning. Replacement in-kind is probably necessary, followed by an annual pinching-back and light pruning.
- Use plant materials in quantities and sizes that will have a significant impact in the early years of a project.
- Replace dead or dying plantings in-kind or in accordance with a developed comprehensive landscape plan. If diseased, evaluate the nature of the problem; if it is a pervasive disease substitute a non-susceptible variant that has a similar appearance to the original.
- Replacement plant materials shall be similar in size or equivalent massing to the plants removed (e.g., a cluster of smaller new trees may be used to establish a massing similar to one large original tree)

- Fire Tree (*Myrica faya*)
- Honeysuckle (*Lonicera japonica*)
- Ginger - Kahili (*Hedychium gardnerianum*)
- Ginger - White (*Hedychium coronarium*)
- Ginger - Yellow (*Hedychium flavescens*)
- Koa Haole (*Leucaena leucocephala*)
- Lantana (*Lantana camara*)
- Molasses Grass (*Melinis minutiflora*)
- Strawberry Guava (*Psidium cattleianum*)

The introduction of non-native, invasive plant species poses the greatest impact to the native forest. Unintentional and intentional introductions have created situations where eradication may be currently out of the question, such as in the case of blackberry (*Rubus fruticosus*) and banana poka (*Passiflora mollissima*). In these instances, controlling the spread should be undertaken by manual removal, herbicide, and biological controls, including control of seed carriers, such as pigs.

Long-term plant species management should include the removal of all non-native species. This work can be done incrementally as the trees become diseased or are damaged through natural causes.

Views

Views to natural and historic features abound in Kōkē'e and contribute to its unique setting. These view corridors shall be respected.

- Preserve views to significant features from the public way.
- Landscaping is encouraged and, in some situations, may be required in order to mitigate the visual impact of the roadway or new structures. Such landscaping, when mature, shall maintain existing views and solar access corridors.
- Site plans for new construction shall retain existing view corridors. Sloped roofs allow views along the side yard of a property. Such design elements are encouraged as methods of preserving view corridors.

Site Retaining Walls

- Stone retaining walls are used in some areas where steep slopes occur. Many of these have historic significance and shall be preserved. Replace only those portions that are deteriorated beyond repair. Any replacement materials shall match the original in color, texture, size and finish.
- Maintain the historic height, form and detailing of a retaining wall. Increasing the height of a wall to create a privacy screen is inappropriate. If additional screening is necessary, add planting materials or a fence. It is important, however, that views of historic features shall not be screened from public view.
- Reduce water pressure on a retaining wall by improving drainage behind it. Also provide drains in the wall to allow moisture to pass through it.



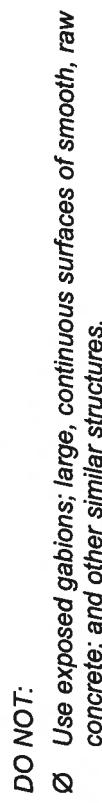
- Minimize the perceived scale and mass of a new retaining wall. Walls less than four feet are encouraged. Where the overall retaining height must be greater than four feet, use a series of terraces with short walls to maintain the traditional sense of a hillside where feasible.
- For a new retaining wall, use materials similar to those seen historically. Natural rock or stone shall be used for a new retaining wall. Architectural block, with special texturing or color may be considered where it can be demonstrated that the result will appear to be in character with the area.



Cut-and-Fill

Site development may require cutting new driveways into relatively steep slopes along with substantial excavations for foundations. While basic engineering concerns are major issues in these cases, the visual impacts of these cuts can be significant.

- Use earth berms, rock forms or stone retaining walls to minimize visual impacts of cut-and-filled of sloping areas. Hedges and fences may also be appropriate in some locations.
- Simple rock walls that use native stone are encouraged.
- Recontour surrounding landscapes and slope beds to drain away from buildings. If this is not possible, install a french drain to intercept groundwater.



Fences and Gates

- Historic fences survive at Kōke'e and shall be preserved.
- Replace only those portions that are deteriorated.
- An historic wood fence shall be left unpainted to gently weather.



- A fence shall not exceed four feet in height.
- New fences shall be compatible with the historic setting and be similar in character to those seen historically. Hedges may also be appropriate in some locations.



DO NOT:

- Ø Install solid, "stockade" fences that do not allow views into front yards.
- Ø Install chain link, concrete block, unfaced concrete, plastic, fiberglass, plywood, and mesh "construction" fences.



**Residential Parking,
Garages & Driveways**

Although not a part of the early development of Kōkē'e, the automobile and its associated storage is part of contemporary life. In all cases, the visual impacts of parking, which includes driveways, garages and garage doors, shall be minimized.

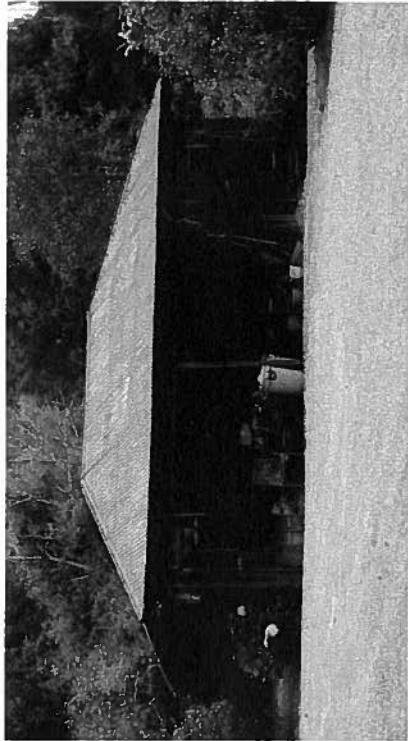
Parking

- On-site parking shall be informal and subordinate to other uses.
- Front yards shall not appear to be a parking area.

- Traditionally, front yards were not used as paved parking lots, and instead, yards provided views to facades and open space.
- A parking pad located in the front of a residence is inappropriate.

DO NOT:

- Locate a parking pad in the front of a residence.



Garages

- Detached garages are preferred.
- Garages shall be set back from the primary building.
- Garages shall be subordinate to the primary structure on the site. The material and detailing of a detached garage shall be utilitarian, to be compatible with other historic accessory structures.
- A garage door shall be designed to minimize the apparent width of the opening. Use materials on the door that are similar to that

CHAPTER 7

Design Standards and Guidelines for the Historic Kōke'e, Halemanu, and Pu'u ka Pele Camp Lots

GUIDELINES FOR SITEWORK AND LANDSCAPING

of wall surface of the primary structure. Wood-clad garage doors are preferred.

DO NOT:

- Ø *Install metal or vinyl garage structures or doors.*

Driveways

- Paving materials shall minimize the impact a driveway will have on a historic property.
- Consider providing only ribbon strips of paving. This will reduce visual impacts as well as allow more drainage through soils.



- Use materials that are not impervious to water and will not create runoff into the roadway or onto adjacent properties.



DO NOT:

- Ø *Use concrete, plain asphalt or black top.*

Accessory Structures

Historic Accessory Structures

Accessory structures are a part of the design traditions Kōke'e. They include garages, guest quarters, barns and sheds. Because accessory structures help interpret how an entire lot was used historically, their preservation is strongly encouraged.

- Respect the character-defining features of historic accessory structures, such as walls, structural components, roof materials and form, windows, doors and architectural details.

- Historic accessory structures shall be preserved.
- Avoid moving an historic accessory structure from its original location.



New Accessory Structures

- A new accessory structure shall be subordinate to the primary structure on a site.
- Locate an accessory structure to the rear of a lot. Locating an accessory structure to the side of a primary structure, but set back substantially, may so be considered.
- Construct an accessory structure that is subordinate in size and character with the primary building. In general, accessory structures shall be unobtrusive and not compete visually with the historic building.
- While the roofline does not have to match the house, it is best that it not vary significantly.
- An accessory structure shall be similar in character to those seen traditionally. Basic rectangular forms, with hip, gable or shed roofs, are appropriate.



- Maintain the traditional range of building materials seen on accessory structures. Appropriate siding materials for secondary buildings include: unpainted or stained wood siding, wood planks, vertical board and batten siding or corrugated metal. These materials should be utilitarian in appearance.
- The use of muted, natural colors and finishes is particularly encouraged.
- Maintain the simple detailing found on accessory structures. Avoid details that may give an outbuilding a residential appearance. Accessory structures shall not mimic primary structures.

Utilities

- Utilities may include telephone and electrical lines, electrical transformers, ventilation systems, propane tanks, air conditioners and telecommunication systems. Adequate space should be planned in a project from the outset so that their visual impacts are minimized.

- Minimize the visual impacts of utilities and service equipment.
- Locate utilities at the rear of a property and screen them.
- Minimize the visual impacts of exhaust systems by integrating them into the building design.
- Any utility device or piece of service equipment shall have a matte or non-reflective finish and be integrated with the building colors.



- Rooftop appurtenances, such as mechanical equipment, solar devices and satellite dishes, shall be placed in inconspicuous locations.
- Inspect drainfields annually and clean any clogged lines. Test drywells annually with running water from a garden hose to confirm effectiveness.

REFERENCES

- *Guidelines for the Treatment of Cultural Landscapes.*
- *Preservation Brief 36: Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes.*

APPENDIX A

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

RESOURCES

RESOURCES FOR HISTORIC FIXTURES AND MATERIALS

An excellent source of suppliers of historically appropriate products and services is available from Traditional Building's web site. Product types include doors and windows, hardware, ornamental metalwork, woodwork and stairs, landscape products, architectural antiques, lighting and electrical, masonry and stonework, roofing and siding, surface finishes and coatings, and others.

Available online at:
www.traditional-building.com/8.htm

Hardware

Ball and Ball
Exton PA
Phone: (610)363-7330
www.ballandball-us.com

Crown City Hardware
1047 N. Allen Avenue
Pasadena, California 91104
Phone: (626) 794-0234
Fax: (626) 794-2064
www.crownicityhardware.com/index.htm

E.R. Butler
75 Spring Street, Fifth Floor
New York, NY 10012
Phone: (212) 925-3565
www.erbutler.com

Historic Houseparts, Inc.
540 South Avenue Rochester, NY 14620

Lighting

Phone: (585) 325-2329
Toll Free: (888) 558-2329
Fax: (585) 325-3613
www.historichouseparts.com/

House of Antique Hardware
122 SE 27th Avenue
Portland, Oregon 97214
Phone: (888) 223-2545
(503) 231-4089
Fax: (503) 233-1312
www.houseofantiquehardware.com/

Restoration Hardware
104 Challenger Drive
Portland, TN 37148
Phone: (800) 762-1005
www.restorationhardware.com

Plumbing Fixtures

A-Ball Plumbing Supplies
1703 West Burnside Street
Portland, Oregon 97209
www.a-ball.com

D.E.A. Bathroom Machineries
495 Main Street
P.O. Box 1020
Murphys, CA
Phone: (800) 255-4426
www.deabath.com

Elizabethan Classics
[www.elizabethanclassics.com/](http://www.elizabethanclassics.com)

Lighting

Classic Illumination, Inc.
2743 Ninth Street
Berkeley, CA 94710
Phone: (510) 849-1842
www.classicillumination.com/

Conant Custom Brass, Inc.
266-270 Pine Street
Burlington, Vermont 05401
Phone: (800) 832-4482
www.conantcustombrass.com

Gibson and Gibson Antique Lighting
180 Mace Street, #C9
Chula Vista, CA 91911
Phone: (619) 422-2447
www.gibsonandgibsonantiquelighting.com/

Metropolitan Lighting Fixture Co., Inc.
315 East 62nd Street
New York, NY 10021
Phone: (212) 838-2425
Fax (803)599-6000

Rejuvenation Lamp & Fixture Company
2550 NW Niclai
Portland, Oregon 97210
Phone: (888) 401-1900
www.rejuvenation.com

This web site has a "fixture wizard", which offers suggestions for lighting fixtures by using selection criteria you input including age, architecture style, room type, etc.

APPENDIX A

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

RESOURCES

Repair Materials

Abatron, Inc.
5501 - 95th Avenue, Kenosha, WI 53144
Phone: (262) 653-2000
Fax: (262) 653-2019
Orders: (800) 445-1754
<http://www.abatron.com/>

Structural adhesives; sealants; coatings;
chemical specialties for wood restoration
(Liquid Wood and WoodEpox); and
concrete, stone and masonry restoration.

Cathedral Stone Products, Inc.
7266 Park Circle Drive
Hanover, Maryland 21076
Phone: (410) 782-9150
Toll-Free Phone: (800) 684-0901
<http://www.jahnmortars.com/>

Excellent source for historic mortars,
grouts, and masonry coatings and repair
materials.

ProSoco, Inc.
3741 Greenway Circle
Lawrence, KS 66046
Phone: (800) 255-4255
Fax: (785) 830-9797
<http://www.prosoco.com/>

Masonry cleaners, coating removers, color
coats, stain and water repellents,
consolidation treatment, and joint
stabilizers.

The Rot Doctor
PO Box 30612
Seattle, WA 98113
Phone: (206) 364-2155
Fax: (206) 364-4744
<http://www.rotdoctor.com>

ECO-HOUSE INC
P.O. Box 220, Str. A
Fredericton, New Brunswick
E3B 4Y9 Canada
Phone: (506) 366 - 3529
Toll Free: 1 (877) ECO-HOUSE
Fax: (506) 366 - 3577
<http://www.eco-house.com/>

Inorganic Mineral Paints (Silicate
Dispersion Paints), Natural Wood Finishes.

APPENDIX B

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots

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- Chambers, Henry J. *Cyclical Maintenance for Historic Buildings.* International Association of Structural Movers. 1975. Reprinted 1991.
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- Duensing, Dawn E. *A History and Architectural Inventory of the Kōkē'e Camps and Pu'u ka Pele Lots, Kauai, Hawai'i.* Prepared for the Kōkē'e Leaseholders and Hui O Laka, Kōkē'e Natural History Museum, June 2003.
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- Fisher, Charles E., Deborah Slaton, and Rebecca Shiffer, Editors. *Window Guide for Rehabilitating Historic Buildings.* Historic Preservation Education Foundation/National Park Service. 1997.
- Grimmer, Anne E. *A Glossary of Historic Masonry Deterioration Problems and Preservation Treatments.* 1984, revised.
- Historic Preservation Sales Publications. *Caring for the Past: Preserving, Rehabilitating & Restoring Historic Buildings.* 2004-2005.
- Jester, Thomas C. *Preserving the Past and Making It Accessible for People with Disabilities.* 1992.
- Kelly, Claire and Chad Rndl. *Preserving Our Recent Past.* 2005.
- Mason Architects, with Belt Collins and Associates. *Illustrated Manual for Repair and Maintenance of Historic Military Family*
- Housing in Hawaii.* Prepared for Commander, Pacific Division Naval Facilities Engineering Command Pearl Harbor, Hawaii, 2002.
- National Park Service. *Preservation Briefs.* Various publications on historic materials. See detailed list below.
- _____. *All Wet and How To Prevent It.*
<http://www.cr.nps.gov/hps/tps/allwet/index.htm>
- _____. *Telling Historic Preservation Time.*
<http://www.cr.nps.gov/hps/tps/walkthrough/index.htm>
- _____. *The Walk Through Historic Buildings*
- National Park Service/Heritage Preservation, Inc. *Caring for Your Historic House.* Comprehensive guidance focusing on the importance of maintenance in the preservation of historic homes. Harry N. Abrams, Inc. 1998.
- Weeks, Kay D. and Anne E. Grimmer. *Secretary of the Interior's Standards for the Treatment of Historic Properties with Illustrated Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings* regulations (36 CFR 68). 1995. Available online at:
<http://www.cr.nps.gov/hps/tps/standguide/index.htm>
- Professional Societies and Associations**
- Association for Preservation Technology (APT)
1224 Centre West, Suite 400B
Springfield, IL 62704
Phone: (217) 793-7874
Fax: (888) 723-4242
<http://www.apti.org/publications/index.cfm>

APPENDIX B**Design Standards and Guidelines for the
Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots****REFERENCES**

Historic Hawaii Foundation
680 Iwilei Road, Suite #690
Honolulu, HI 96817
Phone: (808) 523-2900
Fax: (808) 523-0800
<http://www.historichawaii.org/>

Kauai Historical Society
P.O. Box 1778
Lihue, HI 96766
Phone: (808) 245-3373
Fax: (808) 245-8693
<http://www.kauaihistoricalsociey.org/>

National Center for Preservation Technology and Training (NCPTT)

645 University Parkway
Natchitoches, LA 71457
Phone: (318) 356-7444
Fax: (318) 356-9119
www.ncptt.nps.gov/

National Park Service
U.S. Department of the Interior
Heritage Preservation Services
1849 C Street, NW (2255)
Washington, DC 20240
Phone: (202) 513-7270
http://www.cr.nps.gov/hps/hps_contact.htm

National Park Service
U.S. Department of the Interior
Technical Preservation Services
1849 C Street, NW (2255)
Washington, DC 20240
Telephone: (202) 513-7270
<http://www.cr.nps.gov/hps/trs/index.htm>

National Preservation Institute
P.O. Box 1702
Alexandria, Virginia 22313
Phone: (703) 765-0100
<http://www.npi.org/>

National Trust for Historic Preservation
Western Office
8 California Street, Suite 400
San Francisco, CA 94111-4828
Phone: (415) 956-0610
Fax: (415) 956-0837

State of Hawai'i
Department of Land and Natural Resources
Division of State Parks
P.O. Box 621
Honolulu, HI 96809
Phone: (808) 587-0300
<http://www.hawaii.gov/dlnr/dsp/>

U.S. National Committee of the
International Council on Monuments and Sites (US/ICOMOS)
401 F Street, NW, Suite 331
Washington, DC 20001
Phone: (202) 842-1866
Fax 202-842-1861
<http://www.icomos.org/usicomos/>

National Park Service Publications

Applicable Historic Building Preservation Briefs, available online
at <http://www.cr.nps.gov/hps/briefs/presbhom.htm>.

01: Assessing Cleaning and Water-Repellent Treatments
for Historic Masonry Buildings

02: Repointing Mortar Joints in Historic Masonry Buildings

| APPENDIX B | Design Standards and Guidelines for the Historic Kōkē'e, Halemanu and Pu'u ka Pele Camp Lots | REFERENCES |
|--|--|-------------------|
| 03: Conserving Energy in Historic Buildings | 43: The Preparation and Use of Historic Structure Reports | |
| 04: Roofing for Historic Buildings | Selected Preservation Tech Notes , available online at http://www.cr.nps.gov/hps/tps/technotes/nhome.htm . | |
| 06: Dangers of Abrasive Cleaning to Historic Buildings | | |
| 09: The Repair of Historic Wooden Windows | Doors | |
| 10: Exterior Paint Problems on Historic Woodwork | • No. 1: Historic Garage and Carriage Doors: Rehabilitation Solutions. Bonnie Haida, AIA. (1989) | |
| 14: New Exterior Additions to Historic Buildings: Preservation Concerns | | |
| 15: Preservation of Historic Concrete: Problems and General Approaches | Exterior Woodwork | |
| 16: The Use of Substitute Materials on Historic Building Exteriors | • No. 1: Proper Painting and Surface Preparation. Sharon Park, AIA. (1986) | |
| 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character | • No. 2: Paint Removal from Wood Siding. Alan O'Bright. (1986) | |
| 18: Rehabilitating Interiors in Historic Buildings - Identifying Character-Defining Elements | • No. 4: Protecting Woodwork Against Decay Using Borate Preservatives. Ron Sheetz and Charles Fisher. (1993) | |
| 19: The Repair and Replacement of Historic Wooden Shingle Roofs | | |
| 22: The Preservation and Repair of Historic Stucco | Masonry | |
| 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches | • No. 4: Non-destructive Evaluation Techniques for Masonry Construction. Marilyn E. Kaplan, Marie Ennis and Edmund P. Meade. (1997) | |
| 28: Painting Historic Interiors | | |
| 32: Making Historic Properties Accessible | Site | |
| 35: Understanding Old Buildings: The Process of Architectural Investigation | • No. 4: Restoring Vine Coverage to Historic Buildings. Karen Day. (1991) | |
| | | |
| 36: Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes | Temporary Protection | |
| 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing | • No. 2: Specifying Temporary Protection of Historic Interiors During Construction and Repair. Dale H. Frens. (1993) | |
| 38: Removing Graffiti from Historic Masonry | • No. 3: Protecting A Historic Structure during Adjacent Construction. Chad Rndl. (2001) | |
| 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings | Windows | |

APPENDIX B

Design Standards and Guidelines for the Historic Kōkē Halemanu and Pu'u ka Pele Camp Lots

REFERENCES

- No. 1-9 Available in *The Window Handbook: Successful Strategies for Rehabilitating Windows in Historic Buildings*.
- Windows No. 1: "Planning Approaches to Window Preservation," by Charles Fisher. (1984)
- Windows No. 4: "Replacement Wooden Frames and Sash," by William Feist. (1984)
- Windows No. 7: "Window Awnings," by Laura Muckenfuss and Charles Fisher. (1984)
- Windows No. 14: "Reinforcing Deteriorated Wooden Windows," by Paul Stumes, P. Eng. (1986)
- Windows No. 16: "Repairing and Upgrading Multi-Light Wooden Mill Windows," by Christopher Closs. (1986)

Design Standards and Guidelines for the Historic Kōkē'e, Halemanu, and Pu'u ka Pele Camp Lots

GLOSSARY

GLOSSARY

Preservation Terminology

Preservation projects may include the maintenance of existing historic elements, repairs to deteriorated features, the replacement of missing details, and construction of new additions.

Character defining feature. A prominent or distinctive aspect, quality, or characteristic of a property that contributes significantly to its physical character. Land-use patterns, vegetation, furnishings, decorative details and materials may be such features.

Cultural Landscape. A geographic area (including both cultural and natural resources and the wildlife or domestic animals therein), associated with a historic event, activity, or person or exhibiting other cultural or aesthetic values. There are four general types of cultural landscapes, not mutually exclusive: historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

Demolition. To tear down or destroy a building or a building element. In a total demolition, the entire structure is removed from the site, including original materials. In other cases, a partial demolition may occur. A rear wall may be removed, for example, to construct an addition. If a partial demolition is extensive, it can result in such a substantial loss of integrity that the building may no longer retain historic significance.

Feature. The smallest element(s) of a property or landscape that contributes to the significance and that can be the subject of a treatment intervention. Examples include a woodlot, hedge, lawn, specimen plant, allee, house, meadow or open field, fence, wall, earthwork, pond or pool, bollard, orchard, or agricultural terrace.

Historic character. The sum of all-visual aspects, features, materials, and spaces associated with a property or landscape's

history, i.e. the original configuration together with losses and later changes. These qualities are often referred to as character defining.

Historic property means any building, structure, object, district, area, or site, including *heiau* and underwater site, which is over fifty years old.

Historic site. A property significant for its association with a historic event, activity or person. Cabins, outbuildings, and lots associated with Kokee's recreational activities may be considered examples of historic sites.

Historic vernacular landscape. A landscape that evolved through use by the people whose activities or occupancy shaped it. Through social or cultural attitudes of an individual, a family, or a community, the landscape reflects the physical, biological, and cultural character of everyday lives. Function plays a significant role in vernacular landscapes. This may be a district of historic recreational residences built amongst Kokee's valleys and ridges. Examples include rural historic districts such as Kokee..

Integrity. The authenticity of a property's historic identity, evinced by the survival of physical characteristics that existed during the property's historic or prehistoric period. The seven qualities of integrity as defined by the National Register of Historic Places are location, setting, feeling, association, design, workmanship, and materials.

Maintenance. Work that focuses on keeping the property in good working condition by repairing features as soon as deterioration becomes apparent, and by using procedures that retain a feature's original character and finish. In some cases, preventive maintenance is executed prior to noticeable deterioration. No alteration or reconstruction is involved. Such work is considered maintenance.

Preservation. The act or process of applying measures to sustain the existing form, integrity and material of a building or structure, as well as the existing form and vegetative cover of a site is defined as

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preservation. It may include initial stabilization work, where necessary, as well as ongoing maintenance of historic building materials. Essentially, the property is kept in good, original condition.

Reconstruction. To recreate a replica of an original feature of a building using new materials. This technique is often used to replace ornamentation that may have been removed or destroyed. When applied selectively in an overall rehabilitation project, reconstruction of missing elements can enhance the historic appearance. (In some rare cases, an entire building is reconstructed to match the original appearance. Such a structure would be compatible with its historic context, but would not be rated as having historic significance.)

Rehabilitation. Rehabilitation is the process of returning a property to a state that makes a contemporary use possible, while still preserving those portions or features of the property that are significant to its historical, architectural and cultural values. Rehabilitation may include the adaptive use of the building, and additions may be constructed.

Remodeling. To remake or to make over the design image of a building is to remodel it. The appearance is changed by removing original details and by adding new features that are out of character with the original. Remodeling is inappropriate for historic buildings.

Renovation. To renovate means to improve by repair, to revive. In renovation, the usefulness and appearance of the building is enhanced. The basic character and significant details are respected and preserved, but some sympathetic alterations may also occur. Alterations should be reversible, such that future owners may restore the building to its original design, should they wish to do so.

Restoration. To restore, one reproduces the appearance of a building exactly as it looked at a particular moment in time. This process may include the removal of non-original(?) work or the replacement of missing historic features.

Significance. The meaning or value ascribed to a cultural landscape based on the National Register criteria for evaluation. It normally stems from a combination of association and integrity.

Treatment. Work carried out to achieve a particular historic preservation goal.

Architectural Terminology

Balustrade. A railing or parapet supported by a row of short pillars or balusters.

Bargeboard. The decorative board along the roof edge of a gable concealing the rafters.

Bay. A part of a structure defined by vertical divisions such as adjacent columns or piers.

Bracket. A wooden or stone decorative support beneath a projecting floor, window, or cornice.

Column. A vertical support, usually supporting a member above.

Dormer. A small window with its own roof projecting from a sloping roof.

Downspout. A pipe for directing rain water from the roof to the ground.

Façade. The front face or elevation of a building.

Fenestration. The arrangement of the openings of a building.

Flashing. Pieces of metal used for waterproofing roof or wall joints.

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GLOSSARY

| Gable. The triangular portion of the end of a wall under a pitched roof. | Other Terms |
|---|--|
| Gable roof. A pitched roof form where two flat roof surfaces joint at a straight ridge, forming gables at both ends. | Accessory Use. A land use that is conducted on the same or adjoining property as the principal permitted or nonconforming land use, whether within the same building, or within an accessory structure, or as an accessory use of the land area; and is clearly incidental to and customarily found in connection with the existing land use. |
| Hipped roof. A roof with slopes on all four, instead of two, sides. | Abandonment. The failure to apply to re-build a structure within one year of its destruction. |
| Light (or lite). A section of a window, the glass or pane. | |
| Lintel. A horizontal beam over an opening carrying the weight of the wall. | |
| Muntin. A glazing bar that separates panes of glass. | Board. The Board of Land and Natural Resources. |
| Pier. An upright structure of masonry serving as a principal support. | Board permit. A permit approved by the Board of Land and Natural Resources. |
| Pitch. The degree of slope of a roof. | Cabin. Lodging unit not more than 800 square feet under roof, intended for occasional use in managing large and/or remote land areas; having access by existing foot trail or jeep trail, and no paved access; and having no electrical or water utility service. Such cabins shall not be used for rental purposes. |
| Sash. The movable part of a window holding the glass. | |
| Side lights (or lites). Narrow windows flanking a door. | Chairperson. The Chairperson of the Board of Land and Natural Resources. |
| Sill. The horizontal water-shedding member at the bottom of a door or window. | Clearing. The removal of standing vegetation, with no ground disturbance. |
| Six-over-six double-hung sash. A type of window with six lites (or windowpanes) each in an upper and a lower sash that move up and down in vertical grooves one in front of the other. | Conservation district. Those lands within the various counties of the State and state marine waters bounded by the conservation district line, as established under provisions of Act 187, Session Laws of Hawaii, 1961, and Act 205, Session Laws of Hawaii 1963, or future amendments thereto. |
| Transom. A window opening over a door or window, usually for ventilation. | Department. The Department of Land and Natural Resources. |
| Two-Over-Two Double-Hung Sash. A type of window with two lites each in an upper and a lower sash that move up and down in vertical grooves one in front of the other. The lites are created by one vertical glazing bar in the center of the sash. | Division. The State of Hawai'i Division of State Parks. |

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Dwelling Unit. A room or rooms connected together, constituting an independent housekeeping unit and containing a single kitchen. Two or more essentially separate structures do not constitute a single dwelling unit. A single dwelling unit cannot be constituted by a token connection between separate structures, such as a trellis or covered walkway.

Emergency. An imminently dangerous situation, which poses a substantial threat to public health, safety and welfare as declared by the chairperson of the department or designee.

Forest reserves. Those lands set aside as forest reserves by the Department pursuant to section 183-11, HRS.

Grading. The excavation of earth material, fill or combination thereof.

Grubbing. The removal of vegetation by scraping, dislodging or uprooting vegetation, which breaks the topsoil.

Land. All real property, fast or submerged, and all interests therein, including fauna, flora, minerals and all such natural resources, unless otherwise expressly provided.

Land use:

- (1) The placement or erection of any solid material on land if that material remains on the land more than fourteen days, or which causes a permanent change in the land area on which it occurs;

- (2) The grading, removing, harvesting, dredging, mining or extraction of any material or natural resource on land;
- (3) The subdivision of land; or
- (4) The construction, reconstruction, demolition, or alteration of any structure, building, or facility on land.

For purposes of this chapter, "harvesting" and "removing" does not include the taking of aquatic life or wildlife that is regulated by

state fishing and hunting laws nor the gathering of natural resources for personal, noncommercial use or pursuant to Article 12, Section 7 of the Hawaii State Constitution or section 7-1, HRS relating to certain traditional and customary Hawaiian practices.

Management plan. A comprehensive plan for carrying out multiple land uses.

Minor. Any use that results in negligible change to or impact to land, a natural resource, or a structure or facility.

Natural area reserve. Those state lands that have been designated as part of the Hawaii natural area reserve system by the Department pursuant to section 195-4, HRS.

Natural resource. Resources such as plants, aquatic life and wildlife, cultural, historic, recreational and archeological sites, scenic areas, ecologically significant areas, and minerals.

Nonconforming use. The lawful use of any building, premises or land for any trade, industry, residence or other purposes which is the same as and no greater than that established immediately prior to October 1, 1964, or prior to the inclusion of the building, premises, or land within the conservation district.

Noxious plant. Those plants as defined in HRS Chapter 152 and Chapter 4-68, subtitle 6, HAR as well as other invasive species as may be defined by the Department.

Plant sanctuary. An area of land set aside to preserve, protect, conserve, and manage particular plant species.

Recreation-residence. A lodging unit consisting of one or more buildings or structures located on state park, forest reserve, or other public lands leased for recreation-residence use. The lodging unit can not be used as a principle residence for a single family or used for rental purposes.

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Presiding officer. A person or persons designated or appointed by the board or chairperson to conduct public hearings or proceedings on behalf of the board.

Public purpose us. A land uses undertaken in support of a public service by an agency of the county, state or federal government, or by an independent non-governmental entity. Examples of public purpose uses include, but are not limited to public roads, marinas, harbors, airports, public water works and other utilities, communication systems, flood or erosion control projects, recreational facilities, community centers that benefit the public, etc.

Repair, maintenance, operation. Land uses and activities necessary and incidental for the continued conduct of a use, whether nonconforming or permitted, including repairs not exceeding 50 percent of the replacement value of the structure or use.

Scenic area. Areas possessing natural, scenic, or wildland qualities.

Significantly different. The alteration of an existing structure, facility, or use that increases the size or height of an existing structure, facility, or use by more than fifty (50) percent.

Shelter a structure with no more than three walls, used for sheltering from the elements.

Site plan. A plan drawn to scale, showing the actual dimensions and shape of the property, the size and locations on the property of existing and proposed structures and open areas including vegetation and landscaping.

Subzone. A zone established within the conservation district which is identified by boundaries and resource characteristics.

Temporary variance. An exception to zoned use, where good cause is shown and where the proposed variance is for a use determined to be in accordance with good conservation practices.

Exhibit "E"

| Kokee RP No. | TMK | Camp Site | Lot#, *Well | Head Zone | First Name | Last Name |
|-----------------|------------|-----------|-------------|--------------|------------------|-----------------|
| | | | | | | |
| 14 sp0314 | 1-4-004:01 | Koke'e | 22* | | Barbara | Putzier |
| 15 sp0315 | 1-4-004:03 | Koke'e | 27* | | Dwight | Ornelas |
| 16 sp0316 | 1-4-004:02 | Koke'e | 29* | | Erik Paul | Coopersmith |
| 17 sp0317 | 1-4-004:02 | Koke'e | 30* | | Kumuwela, Inc. | |
| 18 sp0318 | 1-4-004:01 | Koke'e | 31,32* | | Rick | Ralston |
| 19 sp0319 | 1-4-004:01 | Koke'e | 33* | | Frederick E | Wichman |
| 20 sp0320 | 1-4-004:01 | Koke'e | 34* | | Wichman | Trust |
| 21 sp0321 | 1-4-004:01 | Koke'e | 35,36* | | John H.R. | Plews |
| 22 sp0322 | 1-4-004:04 | Koke'e | 38* | | Frank O. | Hay, Jr. |
| 23 sp0323 | 1-4-004:00 | Koke'e | 40* | | Ardel H. | Deppe |
| 24 sp0324 | 1-4-004:00 | Koke'e | 41* | | Maile M. | Taylor |
| 33 sp0333 | 1-4-004:01 | Koke'e | 54* | | Gaylord | an Wilcox |
| 34 sp0336 | 1-4-004:02 | Koke'e | 61* | | Donn | Carswell |
| 35 sp0339 | 1-4-004:04 | Koke'e | 67* | | Smith-Waterhouse | Family of Koloa |
| 36 sp0340 | 1-4-004:06 | Koke'e | 71* | | Mary | Summers |
| 37 sp0341 | 1-4-004:06 | Koke'e | 72* | | William | Olson |
| 38 sp0342 | 1-4-004:06 | Koke'e | 75* | | Curtis and | Lofstedt |
| 39 sp0398 | 1-4-004:06 | Koke'e | 79* | | Back to Eden, | Inc. |

Exhibit "F"

Table 1 (Page 1 of 3)

SUBJECT PROPERTY MARKET RENT CONCLUSIONS
DLNR Waimea Canyon/Kokee Recreation-Residence Leases
Waimea, Kauai, Hawaii

| Fourth Division Tax Map Key | DLNR Lot No. | Gross Land Area | Current Permittee | Annual Lease Rent |
|--|-------------------------|------------------------|--------------------------|-----------------------------------|
| Acres | Sq. Ft. | | | |
| Puu ka Pele | | | | |
| 1-4-02-08 | 33 | 0.85 | 37,026 | Norman Nitta, et al. \$4,000 |
| 1-4-02-10 | 29 | 1.00 | 43,560 | Judith Matthews 5,500 |
| 1-4-02-12 | 11 | 0.84 | 36,590 | Paul & Maile Hurley 4,500 |
| 1-4-02-13 | 24 | 0.99 | 43,124 | Ruth Thomas 4,000 |
| 1-4-02-14 | 25 | 0.89 | 38,768 | Aileen Nitta, et al. 4,000 |
| 1-4-02-15 | 35 | 1.03 | 44,866 | Glen Hontz 5,000 |
| 1-4-02-18 | 3 | 0.97 | 42,253 | Ned & Hollis Dana 5,000 |
| 1-4-02-21 | 16 | 0.90 | 39,204 | Eleanor Snyder 4,000 |
| 1-4-02-22 | 30 | 0.91 | 39,639 | Susan Stayton, et al. 5,000 |
| 1-4-02-23 | 15 | 1.02 | 44,431 | Lawrence Cabrinha, Trustee 5,000 |
| 1-4-02-25 | 18 | 1.05 | 45,738 | Kathryn Cassel 4,000 |
| 1-4-02-26 | 19 | 1.03 | 44,866 | Kenneth Wood 4,000 |
| 1-4-02-27 | 20 | 0.82 | 35,719 | John & Gayla Tenuto, et al. 4,000 |
| 1-4-02-28 | 6 | 0.92 | 40,075 | Lucy Black, et al. 5,500 |
| 1-4-02-29 | 7 | 1.02 | 44,431 | David Pratt 7,000 |
| 1-4-02-30 | 4 | 0.73 | 31,798 | -- 6,000 |
| 1-4-02-31 | 1 | 0.97 | 42,253 | William & Jean Moragne 7,000 |
| 1-4-02-32 | 5 | 1.13 | 49,222 | -- 6,000 |
| 1-4-02-35 | 50 | 1.01 | 43,995 | Sabra Kauka 5,000 |
| 1-4-02-36 | 46 | 1.12 | 48,787 | Larry & Mary Ephan 5,000 |
| 1-4-02-37 | 45 | 1.13 | 49,222 | -- N.A. |
| 1-4-02-39 | 43 | 1.00 | 43,560 | -- N.A. |
| 1-4-02-40 | 44 | 1.00 | 43,560 | Jan Tenbruggencate, et al. 3,500 |
| 1-4-02-42 | 48 | 1.00 | 43,560 | -- 3,000 |
| 1-4-02-43 | 38 | 1.03 | 44,866 | M/M Damascio Ruiz, Jr. 5,000 |
| 1-4-02-44 | 37 | 0.88 | 38,332 | Anne Sutton 4,000 |
| 1-4-02-46 | 23 | 0.79 | 34,412 | Judith Samford 4,000 |
| 1-4-02-47 | 12 | 0.95 | 41,382 | Aileen Cox 4,000 |
| 1-4-02-51 | 51 | 1.05 | 45,738 | Kiyoshi & Julia Nakaya 4,000 |
| 1-4-02-52 | 52 | 1.03 | 44,866 | Paulette Burtner 5,000 |
| 1-4-02-53 | 53 | 1.03 | 44,866 | Lisa Wood 4,000 |
| 1-4-02-54 | 54 | 1.05 | 45,738 | Wilcox Memorial Hospital 7,000 |
| 1-4-02-59 | 59 | 1.01 | 43,995 | -- 3,500 |
| 1-4-02-61 | 61 | 0.95 | 41,382 | Bertha Kawakami, et al. 5,000 |
| 1-4-02-62 | 62 | 1.05 | 45,738 | Thomas & Annette Cassidy 6,500 |
| 1-4-02-63 | 63 | 0.90 | 39,204 | Paul & Arline Matsunaga 4,000 |
| 1-4-02-66 | 69 | 0.87 | 37,897 | -- 3,000 |
| 1-4-02-67 | 70 | 0.79 | 34,412 | Warren Onishi, et al. 4,000 |
| 1-4-02-68 | 71 | 1.12 | 48,787 | Robert Sweeney 4,000 |
| 1-4-02-69 | 72 | 1.08 | 47,044 | Phyllis Tokita 5,000 |
| 1-4-02-71 | 74 | 0.90 | 39,204 | -- 5,000 |
| 1-4-02-73 | 76 | 0.96 | 41,817 | -- N.A. |
| 1-4-02-75 | 78 | 0.98 | 42,688 | Philip & Myrna Ing 4,000 |
| 1-4-02-79 | 82 | 1.11 | 48,351 | Anthony Locricchio, et al. 7,000 |
| 1-4-02-81 | 83 | 1.00 | 43,560 | Jill Hana Neerings 4,500 |
| 1-4-02-85 | 89 | 0.99 | 43,124 | Stanley Morinaka 4,000 |
| 1-4-02-86 | 84 | 0.82 | 35,719 | Anna Thuente 6,500 |

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SUBJECT PROPERTY MARKET RENT CONCLUSIONS
DLNR Waimea Canyon/Kokee Recreation-Residence Leases
Waimea, Kauai, Hawaii

| Fourth Division Tax Map Key | DLNR Lot No. | Gross Land Area | Current Permittee | Annual Lease Rent |
|--|-------------------------|------------------------|---|--------------------------|
| Acres | Sq. Ft. | | | |
| Halemanu | | | | |
| 1-4-03-03 | 52 | 0.96 | 41,817 A.J./Elizabeth Toulon, et al. | \$8,000 |
| 1-4-03-04 | 6 | 0.96 | 41,817 Wayne & Deborah Jacintho | 4,500 |
| 1-4-03-05 | 7 | 0.81 | 35,283 Kocher Trust | 4,500 |
| 1-4-03-06 | 9 | 0.79 | 34,412 Alma Zalopany | 4,500 |
| 1-4-03-07 | 11 | 1.47 | 64,033 -- | 4,000 |
| 1-4-03-08 | 13 | 1.12 | 48,787 Sheehan Family, Ltd. | 6,000 |
| 1-4-03-09 | 10 | 1.42 | 61,855 Michael Givens (Trust) | 8,000 |
| 1-4-03-10 | 12 | 2.00 | 87,120 Richard Taubman, et al. | 8,000 |
| 1-4-03-11 | 50 | 0.80 | 34,848 Karl Ramirez | 4,500 |
| 1-4-03-12 | 14 | 2.01 | 87,555 Kikiaola Land Co., Ltd. | 8,000 |
| 1-4-03-13 | 15 | 1.82 | 79,279 Harwood & Nancy Williamson | 8,000 |
| 1-4-03-14 | 4 | 1.05 | 45,738 Joel Cavasso | 5,500 |
| 1-4-03-16 | 5 | 0.98 | 42,688 Sybil Baldwin Frances | 5,500 |
| 1-4-03-17 | 51 | 0.58 | 25,264 Waiyee Carment Wong | 6,500 |

Table 1 (Page 3 of 3)

SUBJECT PROPERTY MARKET RENT CONCLUSIONS
DLNR Waimea Canyon/Kokee Recreation-Residence Leases
Waimea, Kauai, Hawaii

| Fourth Division Tax Map Key | DLNR Lot No. | Gross Land Area | | Current Permittee | Annual Lease Rent |
|--|-------------------------|------------------------|----------------|--------------------------------|--------------------------|
| | | Acres | Sq. Ft. | | |
| Kokee | | | | | |
| 1-4-04-01 | 60/63 | 0.66 | 28,749 | David & Linda Sproat | \$4,000 |
| 1-4-04-02 | 57 | 0.57 | 24,829 | -- | N.A. |
| 1-4-04-03 | 47 | 1.21 | 52,707 | Elizabeth Dunford | 5,000 |
| 1-4-04-04 | 42/44 | 1.44 | 62,726 | Robert Miller | 6,500 |
| 1-4-04-05 | 40 | 1.11 | 48,351 | Ardel Deppe | 4,500 |
| 1-4-04-06 | 39 | 0.77 | 33,541 | -- | N.A. |
| 1-4-04-07 | 41 | 0.62 | 27,007 | Maile M. Taylor | 3,500 |
| 1-4-04-08 | 43 | 0.69 | 30,056 | James & Cynthia Wilson | 6,000 |
| 1-4-04-09 | 45 | 1.32 | 57,499 | David Koch | 6,000 |
| 1-4-04-10 | 46 | 1.11 | 48,351 | Kenneth & Catherine Harding | 6,500 |
| 1-4-04-12 | 54 | 0.40 | 17,424 | Gaylord & Carol Wilcox | 3,500 |
| 1-4-04-13 | 22 | 0.51 | 22,215 | Barbara Putzier | 6,500 |
| 1-4-04-14 | 8/37 | 1.20 | 52,272 | Lealani Corporation | 6,500 |
| 1-4-04-16 | 35/36 | 1.46 | 63,597 | John H. R. Plews | 7,500 |
| 1-4-04-17 | 34 | 1.01 | 43,995 | Wichman Trust | 6,500 |
| 1-4-04-18 | 33 | 0.68 | 29,620 | Frederick B. Wichman | 6,500 |
| 1-4-04-19 | 31/32 | 1.90 | 82,764 | Rick Ralston, et al. (Kokee) | 7,500 |
| 1-4-04-20 | 30 | 0.84 | 36,590 | Kumuwela, Inc. | 4,500 |
| 1-4-04-21 | 29 | 0.71 | 30,927 | Erik Paul Coopersmith | 4,500 |
| 1-4-04-28 | 61 | 1.00 | 43,560 | Donn Carswell | 6,500 |
| 1-4-04-30 | 27 | 0.65 | 28,314 | Dwight Ornellas | 4,500 |
| 1-4-04-35 | 20/21 | 0.93 | 40,510 | Rodney & Debbie Hoeme | 5,000 |
| 1-4-04-36 | 65 | 0.83 | 36,154 | R. Electric, Inc. | 4,000 |
| 1-4-04-37 | 19 | 1.18 | 51,400 | -- | N.A. |
| 1-4-04-38 | 17/18 | 1.66 | 72,309 | Gary Baldwin | 5,000 |
| 1-4-04-40 | 64 | 1.07 | 46,609 | -- | 8,000 |
| 1-4-04-41 | 67 | 0.50 | 21,780 | Smith-Waterhouse Family | 6,000 |
| 1-4-04-43 | 38 | 0.90 | 39,204 | Frank O. Hay, Jr. | 5,500 |
| 1-4-04-47 | 90 | 0.44 | 19,166 | Camp Kokee Corp. | 4,500 |
| 1-4-04-48 | 91 | 0.58 | 25,264 | James Hackett | 4,500 |
| 1-4-04-49 | 92 | 0.53 | 23,086 | Rita Peeters | 4,500 |
| 1-4-04-50 | 93 | 0.42 | 18,295 | Malcolm Smith | 4,500 |
| 1-4-04-52 | 87 | 0.59 | 25,700 | -- | 3,500 |
| 1-4-04-53 | 88 | 0.54 | 23,522 | -- | 3,000 |
| 1-4-04-54 | 89 | 0.47 | 20,473 | Kokee Mountain House, Inc. | 6,500 |
| 1-4-04-55 | 84 | 0.67 | 29,185 | Donald & Rosemary Smythe | 5,500 |
| 1-4-04-56 | 83 | 0.45 | 19,602 | -- | N.A. |
| 1-4-04-58 | 85 | 0.79 | 34,412 | Edward James Taylor | 6,000 |
| 1-4-04-59 | 86 | 0.58 | 25,264 | Richard & Crystal Jones | 5,000 |
| 1-4-04-60 | 81 | 0.55 | 23,958 | Dennis Riker | 4,500 |
| 1-4-04-61 | 80 | 0.76 | 33,105 | -- | N.A. |
| 1-4-04-62 | 71 | 0.53 | 23,086 | Mary Summers | 2,500 |
| 1-4-04-63 | 79 | 0.54 | 23,522 | Back to Eden, Inc. | 4,500 |
| 1-4-04-68 | 72 | 0.56 | 24,393 | William Olson | 3,500 |
| 1-4-04-69 | 75 | 0.56 | 24,393 | Curtis/Bonnie Lofstedt, et al. | 6,500 |